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16 Attorneys for Plaintiff JOSE CHAVEZ
17 individually and on behalf of all others similarly situated.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 JOSE CHAVEZ, individually and on behalf of
21 all others similarly situated,

22 Plaintiff,

23 v.

24 SUNSTATE EQUIPMENT CO., LLC, a
25 Delaware Corporation; and DOES 1 - 50,
26 inclusive,

27 Defendant.

28 AND RELATED ACTION.

Case No.: 25STCV05237 and 24STCV33820

Judge: Honorable Tiana J. Murillo

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 21, 2026

Time: 8:30 a.m.

Dept.: 78

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1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff JOSE CHAVEZ (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this Class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the Order Granting Preliminary Approval of the Settlement. Attached as **Exhibit B** is a true and correct copy of the executed Settlement Agreement which the Parties ask the Court to approve. The Settlement Administration is now complete. Of the 761 participating class members, one Class Member requested exclusion and none objected to the settlement. As such, Plaintiff now requests the Court grant final approval of the settlement.

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3. On December 20, 2024, Plaintiff submitted a letter to the California Labor Workforce Development Agency (the “LWDA”) for civil penalties under the Private Attorney General Act of 2004 (the “PAGA”).

4. On December 20, 2024, Plaintiff filed his Class Action against Defendant in a case entitled *Jose Chavez v. Sunstate Equipment Co., LLC, et al.*, Los Angeles Superior Court Case No. 24STCV33820 (the “Class Action”).

5. On February 25, 2025, Plaintiff filed his PAGA Action against Defendant in a case entitled *Jose Chavez v. Sunstate Equipment Co., LLC, et al.*, Los Angeles Superior Court Case No. 25STCV05237 (the “PAGA Action”).

6. The Class Action and PAGA Action both allege that Defendant violated various wage and-hour laws, including: (1) failure to pay wages including overtime and minimum wages as

1 required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by Labor
2 Code §§ 226.7, 512, and IWC Wage orders; (3) failure to provide rest periods as required by Labor
3 Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5) failure to
4 provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (6) failure to
5 reimburse necessary business expenses; and (7) violation of Business & Professions Code § 17200,
6 et seq.

7 **MEDIATION**

8 7. On March 13, 2025 Defendant removed Plaintiff's Class Action to the United States
9 District Court for the Central District of California and designated Case No. 2:25-cv-02262-RGK-
10 KES (the "Federal Court Action").

11 8. In preparation for the mediation, Defendant provided Class Counsel with first- and last-
12 time punch dates for all employees, time and payroll records and relevant policies for Class
13 Members during the Class Period.

14 9. On August 15, 2025, the Parties participated in private mediation with Robert D. Coviello,
15 Esq., a respected mediator of complex wage-and-hour actions, and with the assistance of his
16 evaluations, the Parties reached settlement. (S.A. ¶ 2.2).

17 10. Defendant denies that Defendant engaged in any misconduct in connection with the
18 wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved
19 Employees). Defendant further denies that Defendant has any liability of any kind associated with
20 the claims alleged in the Actions. Defendant contends that Defendant has complied with both federal
21 and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members
22 and the Aggrieved Employees, including the Named Plaintiff.

23 11. Class Counsel has investigated the facts relating to the Actions. Settlement
24 discussions were conducted at arm's length during a full-day mediation with a neutral third-party
25 mediator Robert D. Coviello, Esq., and numerous subsequent settlement discussions, which
26 ultimately led to the settlement of this action, which is placed before this Court for approval.

27 12. Settlement is the result of an informed and detailed analysis of Defendant's potential
28 liability and exposure in relation to the costs and risks associated with continued litigation. Through

1 both formal and informal efforts, Plaintiff obtained time and pay records, numerous policy
2 documents relating to the claims during the Class Period. Based on the documents and data
3 produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel
4 believes that the Settlement documented by this Settlement Agreement is fair, reasonable, and
5 adequate, and in the best interest of the Class in light of all known facts and circumstances, including
6 the risk of significant delay and defenses asserted to the merits of the Actions. While Defendant
7 specifically denies any liability in the Actions, Defendant has agreed to enter into this Settlement to
8 avoid the costs associated with defending the Actions.

9 13. In summary, Plaintiff's Counsel performed a thorough investigation into the claims
10 at issue, which included: (1) determining Plaintiff's suitability as private attorneys general and
11 class representative through interviews, background investigations, and analyses of employment
12 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
13 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
14 and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing
15 Defendant's employment policies and practices; (6) researching settlements in similar cases and the
16 prior settlement in this case; (7) evaluating Plaintiff's claims and estimating Defendant's liability
17 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

18 14. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
19 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in
20 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
21 Members in light of all known facts and circumstances, including the risk of significant delay and
22 uncertainty associated with litigation, and various defenses asserted by Defendant.

23 15. As a result of the mediation, the Parties agreed to settle this matter for a Gross
24 Settlement Amount ("GSA") of \$942,500.00. Plaintiff's counsel balanced the terms of the proposed
25 Settlement against the risk of litigation and probable outcome at the class certification stage, and if
26 any Class were certified, at trial. Based on their own respective independent investigations and
27 evaluations, and after taking into account the sharply disputed factual and legal issues involved in
28 this matter, the risks attending further prosecution of the case, and the monetary benefits received

1 under the Settlement despite the questionable nature of the claims, Plaintiff's counsel is of the
2 opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement
3 is fair, reasonable and adequate and is in the best interests of Plaintiff and the Class. Counsel for the
4 Parties investigated the applicable law as applied to the facts discovered regarding the claims of
5 Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiff on behalf of the
6 Settlement Class.

7 **THE CLAIMS**

8 16. The GSA includes, subject to Court approval, (1) attorneys' fees in the amount of
9 \$314,135.25 and reimbursement of reasonable litigation costs and expenses in the amount of
10 \$17,232.99 to Class Counsel ("Attorneys' Fees and Costs"); (2) Named Plaintiff Class
11 Representative Service Award in the amount of \$10,000.00 ("Enhancement Award for Named
12 Plaintiff"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator
13 in an amount of \$12,000.00 ("Settlement Administration Costs"); (4) \$50,000.00 to PAGA with
14 twenty-five percent (35%) share of the PAGA Penalties to be a part of the Net Settlement Amount
15 that will be distributed to Class Members in the PAGA Group in the amount of \$17,500.00; and (5)
16 the seventy-five percent (65%) share of PAGA Penalties ("LWDA Payment") in the amount of
17 \$32,500.00 to the California Labor and Workforce Development Agency ("LWDA"). **The Entire**
18 **Net Settlement Amount will be paid to all Class Members who do not opt out of the Settlement**
19 **Class, and without the need to submit claims for payment.** After deductions, the Net Settlement
20 Amount ("NSA") is estimated to be approximately **\$539,131.76**. The Class Members are to be paid
21 based from the NSA on a pro rata basis based upon the weeks each class member worked in
22 comparison to the total work weeks worked by all Class Members.

23 17. The Settlement was negotiated and based upon the representation that there were no
24 more than 82,580 non-exempt workweeks worked by the Class Members during the period Class
25 Period. If that number is incorrect by more than 10%, Defendant, at its sole discretion, has the option
26 of either: (1) agreeing to increase the Settlement Amount on a pro rata basis according to the number
27 of additional workweeks over the 15% cap, or (2) agreeing to close the Class Period just before the
28 date the workweeks exceed 84,315.

1 18. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
2 involved both in not prevailing on one or more of the causes of action or theories alleged in the
3 operative Complaints and in non-certification, and if successful, Defendant disputes the ability of
4 Plaintiff to certify a class in this case. Defendant also argued it maintained lawful written policies
5 that were provided to the class members and enforced those policies. Yet, despite the defenses
6 proffered by Defendant, the proposed Settlement commits Defendant to pay each Class Member a
7 portion of the NSA. The amount to be paid to the Classes is fair, adequate and reasonable given the
8 significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their
9 claims at class certification or at trial or not being paid anything even if trial was successful.

10 19. Class Members' time and pay records were produced and analyzed along with other
11 relevant data points, to come up with a damage model to determine Defendant's exposure for the
12 class.

13 20. Although Plaintiff's Counsel believes the class claims are strong, Plaintiff's Counsel
14 also recognize that if the litigation had continued, they may well have encountered significant legal
15 and factual hurdles that could have prevented the Class from obtaining any recovery.

16 21. To be sure, a number of cases have found wage and hours actions to be especially
17 amenable to class resolution. However, some courts have gone the other way, finding that some of
18 the very claims at issue here-especially meal period and rest period violations-were not suitable for
19 class adjudication because they raised too many individualized issues. *See Duran v. US. Bank*
20 *National Association*, 59 Cal. 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. U.S.A.*
21 *Cab Ltd.*, 176 Cal. App. 4th 1333, 1341 (2009) (affirming denial of certification because employees'
22 declarations attesting to having taken meal and rest periods demonstrated that individualized
23 inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS
24 137792, at *30- 41 (C.D. Cal. Sept. 20, 2013) (following *Brinker* and denying certification of
25 proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Jimenez v.*
26 *Allstate Ins. Co.*, 2012 U.S. Dist. LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify
27 meal and rest period classes based on employer's practice of understaffing and overworking
28 employees); *Gonzalez v. Officemax NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012)

(same); *Brown v. Fed. Express Corp.*, 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*, 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual issues predominated when different employee stations provided different practices with respect to meal periods).

22. Some courts have denied certification even when an employer's policies are unlawful on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 2013 U.S. Dist. LEXIS 7868, *35-41 (C.D. Cal. Jan. 17, 2013), the court denied certification even though the plaintiff submitted evidence of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the predominance and superiority elements were not met based on the employer's presentation of anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it should be underscored that that claims which are amendable to certification can be disposed of by motion for summary judgment. *See Loudy v. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because plaintiff could not show injury due to defects and that incorrect wage information is not willful).

23. As the above examples illustrate, the prospect of certifying a wage and hour action is always uncertain, and the risk of being denied class certification militates in favor of settlement. A denial of class certification effectively forecloses continued litigation, as neither the individual nor his or her attorney will have any incentive to proceed with an individual case when such small claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a dismissal of class claims is effectively the "death knell" of the case, despite survival of individual claims). In other words, for cases where individual damages are relatively small, denial of class certification results in a near-complete loss for Plaintiff as well as no recovery for the employees, who are shut out of the action. Thus, if the putative Class had not been certified, the value of Plaintiffs' case would have been reduced to a fraction of the value of this Settlement; indeed, Defendant would likely have offered no money to settle the class-wide claims if certification had been denied.

1 24. Finally, early resolution saves time and money that would otherwise go to litigation.
2 The Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if
3 this action had settled following additional litigation, the settlement amount would likely have taken
4 into account the additional costs incurred, and there may have been less available for Class
5 Members. Cost savings is one reason why California policy strongly favors early settlement. *See*
6 *Nemy v. Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value
7 placed on settlements and observing that "[s]ettlement is perhaps most efficient the earlier the
8 settlement comes in the litigation continuum."). This concern also supports settlement.

9 25. Further, beyond the risk of an adverse ruling on the merits or certification, Class
10 Counsel considered the fact that continued litigation would likely take years and would be extremely
11 expensive given the breadth and complexity of the claims. In this case, post-trial and appellate
12 proceedings are likely to occur, which will surely drag the case far into the future even with a
13 positive trial result. When facing a distant and unsure resolution of the allegations in this action, the
14 swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in
15 favor of more immediate benefits to the Class was a consideration favoring settlement. Given these
16 realities, it is highly likely that the future expense of this litigation, and its likely duration if the
17 settlement is not approved, would be significant and weigh heavily in favor of approval of this
18 settlement.

19 26. The GSA is well within the acceptable range of reasonableness for the claims of the
20 Settlement Class Members and the Court has preliminarily approved the GSA and agreed. Based
21 upon detailed data obtained through both formal and informal discovery and information exchanges,
22 there are approximately 760 participating class members who worked approximately 82,580
23 workweeks during the Class Period.

24 27. As a result, the GSA of \$942,500.00 represents a reasonable recovery and accounts
25 for approximately 24.72% to 43% of the alleged ranges of damages, including unadjusted risks
26 exposure \$3,812,565.00 of the overall potential value including penalties with the risk adjusted
27 penalties and damages. This recovery could easily be much higher if at trial PAGA penalties were
28 reduced or damages for certain pay periods or workweeks could not be proven for certain

1 individuals. The proposed GSA is within the “ballpark of reasonableness” and should be finally
2 approved. Counsel for Plaintiffs believe that this is a fair and reasonable Settlement in light of the
3 complexities of the case, the state of the law and uncertainties of class certification and litigation,
4 the policies and practices Defendant has had in place or implemented during the purported liability
5 period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this
6 settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and
7 should be preliminarily approved.

8 28. Based on the estimated Net Settlement Amount of \$539,131.76, on average each
9 Settlement Class Member with approximately **\$709.38** per Class Member. The highest amount a
10 Settlement Class Member will receive is approximately **\$1,729.06**. The lowest payment is estimated
11 to be approximately **\$6.55** for someone who worked only one workweek. These amounts are subject
12 to employee-side tax and withholdings. To the extent any amount for Attorneys’ Fees, Costs, Claims
13 Administration Costs or Incentives are not awarded, the difference in those amounts will be added
14 to the NSA. This is a guaranteed amount of money paid to Settlement Class Members now, rather
15 than the continued risk of further litigation and receiving no money sometime in the far future and
16 after trial and appeals.

17 29. The PAGA members who worked during the PAGA period will be paid a PAGA
18 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
19 compared to the total pay periods worked by all PAGA group members during the PAGA period of
20 approximately 32,526 pay periods during the PAGA period. As a result, there are approximately
21 481 PAGA members or Aggrieved Employees who will each receive on average approximately
22 \$36.38 per PAGA member. The highest individual PAGA Penalties payment to an Aggrieved
23 Employee is approximately \$56.49. The lowest value is approximately \$0.54 for one pay period
24 worked.

25 30. The Class Representative has provided extensive supporting documents and assisted
26 Class Counsel in developing information necessary to litigate and settle this case. Plaintiff also
27 conducted record review and consultation with counsel in preparation for mediation, and to assist
28 in evaluating and proving the claims. The settlement provides for a Payment to be paid to the Class

1 Representative in the amount of \$10,000.00, subject to Court approval. The purpose is to
2 compensate the Class Representative an additional incentive payment, taking into consideration the
3 risks, time, effort and expenses incurred in coming forward to provide invaluable information and
4 negotiate and litigate this matter on behalf of all Settlement Class Members who otherwise, would
5 probably not file their own individual claims to recover what may be relatively low damages.
6 Further, the Payment of \$10,000.00 as an Enhancement Award to the Class Representative is a very
7 fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits
8 conferred upon the Settlement Class.

9 31. I believe that the consideration and terms set forth in the Settlement Agreement is
10 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
11 known facts and circumstances, including the various defenses asserted by Defendant, and
12 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
13 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
14 litigation, the lengthy process of establishing specific damages and various possible delays and
15 appeals, were also carefully considered in agreeing to the proposed Settlement.

16 32. Further, beyond the risk of an adverse ruling on the merits or certification, Class
17 Counsel considered the fact that continued litigation would likely take years and would be extremely
18 expensive given the breadth and complexity of the claims. In this case, post-trial and appellate
19 proceedings are likely to occur, which will surely drag the case far into the future even with a
20 positive trial result. When facing a distant and unsure resolution of the allegations in this action, the
21 swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in
22 favor of more immediate benefits to the Class was a consideration favoring settlement. Given these
23 realities, it is highly likely that the future expense of this litigation, and its likely duration if the
24 settlement is not approved, would be significant and weigh heavily in favor of approval of this
25 settlement.

26 33. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable
27 and is in the best interests of the Settlement Class, and should be finally approved.
28

CLASS COUNSEL EXPERIENCE

34. I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

- *Mojica v. Compass Group, Inc., et al.* USDC Central District, Case No. 8:13-cv-01754.
- *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- *West v Iron Mountain Information Management, Inc, et al.*; Los Angeles County Superior Court, Case No. BC393709.
- *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912.
- *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County Superior Court, Case No. RIC 440630.
- *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
- *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case No. 05CC00013.
- *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- *Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.*, Riverside Superior Court, Case No. RIC 420909.
- *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT, Case No. CV09-05848.

- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.

- ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- ***Gutierrez v. HMT Tank***, USDC Central Dist., Case No. CV14-1967-CAS(MAN)
- ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-0009616.
- ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-2012-00611260.
- ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-1422 JVS (DFMx)*;
- ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. *BC55429*;
- ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. *RIC1800119*;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. *21CV384527*;
- ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. *RIC1610019*;

- ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;
- ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;

- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;

- ***Marquez v. Maxim Crane Works, L.P., et al***, Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- ***Torres v. Van Law Food Products, Inc.***, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- ***Holmes v. Pet Food Express, LLC***, Alameda County Case No. 22CV014140;
- ***Ventura v. Conduent Commercial Solutions, LLC***, Kern County Case No. BCV-22-102043;
- ***Ramirez v. CSI Electrical Contractors, Inc.***, Fresno County Superior Court Case No. 18CECG04150;
- ***Magana v. Eibach Springs, Inc.***, Riverside County Superior Court Case No. RIC1708917;
- ***Knox v. Express Messenger Systems, Inc.***, San Bernardino County Superior Court Case No. CIVDS1932323;
- ***Corona, et al. v. G&M Oil Company, Inc.***, Los Angeles County Superior Court Case No. BC640876
- ***Aguilar v. Peach Home Services, Inc., et al.***, Riverside County Superior Court Case No. RIC1823057;
- ***Wilson v. M.C. LLC***, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- ***Nunez v. Nevell Group, Inc.***, Orange County Superior Court Case No. 30-2015-00783269.
- ***Bendorf, et al. v. Sea World LLC, et al.***, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- ***DeMartini, et al. v. Safelite Fulfillment, Inc.***, Marin County Case No. CIV20002076;

- *Ayala, et al., v. Macy's West Stores, Inc.*, Los Angeles County Case No. 20STCV34182;
- *Wallen, et al. v. United Rentals (North America), Inc., et al.*, Stanislaus County Case No. CV-22-000399;
- *Granados v. Hyatt Corporation*, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- *Vigil v. Hyatt Corporation*, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No. 21TRCV00813.

REASONABLENESS OF REQUESTED ATTORNEYS' FEES

35. Here, the Parties' agreement to pay Class Counsel Fees of 1/3rd of the GSA is reasonable. My firm and I have been the only counsel to represent Plaintiff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm and our co-counsel. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

36. In sum, my firm has been the lead or co-lead counsel in hundreds of wage and hour cases since its inception. These cases have confronted many of the same issues presented in the above-entitled action. We have been certified as class counsel on numerous occasions (both through settlement and via motion). We have successfully recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

37. Indeed, our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters'

1 transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the
2 record, and several additional letters informing the appellate court of new legal authority issued after
3 Dukes. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and
4 on November 21, 2016, the decertification order was reversed, and the case was remanded for
5 further proceedings. (*Lubin v. The Wackenhut Corporation* (“Lubin”), 5 Cal. App. 5th 960 (2016)).
6 Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme
7 Court. The Supreme Court denied Wackenhut’s petition for review of Lubin. The Court of Appeal
8 issued remittitur on April 10, 2017. Eventually through additional litigation, the parties were able
9 to secure the \$130 million settlement that was approved on October 21, 2019, by Judge Highberger
10 in the Los Angeles Superior Court.

11 38. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial
12 in the Central District of California involving the class and PAGA representative claims of over
13 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

14 39. Our firm has settled many high-stakes class and representative actions. Hawkins’
15 settlements have directly compensated hundreds of thousands of California workers and consumers.
16 Hawkins’ actions have also forced employers to modify their policies for the benefit of employees
17 including changing the compensation structure for certain employees and changing practices to
18 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting class
19 and PAGA enforcement actions, Hawkins has secured millions of dollars for workers and in civil
20 penalties for the State of California.

21 40. Here, the Parties’ agreement to pay Class Counsel Fees of 1/3rd of the Gross
22 Settlement Amount (i.e. \$314,135.25) is reasonable. Plaintiff’s counsel has borne the entire risk
23 and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly
24 upon my firms and co-counsel’s experience and the extensive review and analysis of documents and
25 information by me and others at my firm and our co-counsels’. In a complex action such as this,
26 the proposed attorneys’ fees are, at the very least, on the low side of the market rate for contingency
27 fees.

28 41. My firm as Class Counsel, on behalf of Plaintiff and the Settlement Class Members,

1 invested approximately **251.2** documented hours litigating this matter through the date of this
2 declaration for a total lodestar of **\$225,254.00** in fees, broken down as follows: my rate of \$1,050
3 per hour x 87.20 hours = \$91,560.00; Gregory Mauro's rate of \$985 per hour x 127.60 documented
4 hours = \$125,686.00; and paralegal Melissa Whitson's rate of \$220 x 36.40 hours = \$8,008.00.
5 Accordingly, the total lodestar, including the anticipated undocumented hours is **\$225,254.00** and
6 we request the Court grant the modest lodestar multiplier of 1.4.

7 42. In addition to the requested attorneys' fees, our office has expended a total of
8 **\$17,232.99** in costs in prosecuting this action. These costs have been necessary costs associated with
9 prosecution of this important matter. Accordingly, the total actual costs expended on this matter to
10 date equal **\$17,232.99**. Counsel for Plaintiff respectfully requests the Court grant the request to have
11 these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of my firm's
12 Costs and Billing Detail.

13 43. Despite the complexity of the case, Class Counsel has, through the investment of
14 substantial effort and the resources of my law firm been able to secure an outstanding settlement
15 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles
16 in demonstrating that class certification was appropriate. Plaintiff would also have been required
17 to establish a significant amount of witness testimony, pattern and practice evidence, statistical
18 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
19 both at the class certification stage and trial. Defendant has vigorously contested liability, the
20 amount of claimed damages, and the propriety of class certification, and would have continued to
21 do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and
22 in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
23 confirmed by all known facts and circumstances, including the risk of significant delay and
24 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
25 potential appellate issues.

26 **REASONABLENESS OF THE NAMED PLAINTIFFS' ENHANCEMENT AWARDS**

27 44. The parties request payment of the Class Representative Enhancement Award from
28 the non-reversionary Gross Settlement Amount to the Class Representative in the amount of

1 \$10,000.00, in addition to the payment he is otherwise entitled to receive as a Class Member. The
2 proposed Enhancement Award is reasonable compensation given the time and effort that the
3 Plaintiff devoted to this case; the valuable assistance he provided to Class Counsel; and the fact that
4 he entered into a general release of claims that is broader than the release of the Class.

5 45. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
6 including providing factual background for the Class Complaint; reviewing the relevant documents,
7 and Complaint; preparing for and participating in full day mediation; participating in phone calls
8 with their lawyers to discuss litigation and settlement strategy; and reviewing the settlement
9 documents. Plaintiff agreed to participate in this case with no guarantee of personal benefit. The
10 Court already found the requested Enhancement Award to be reasonable, as it was preliminarily
11 approved per the Court's March 23, 2026 Order granting Preliminary Approval (Exhibit A).

12
13 I declare under penalty of perjury that the foregoing is true and correct. Executed on June
14 26, 2026 at Irvine, California.

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16 _____
17 James R. Hawkins
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Exhibit A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

**JOSE CHAVEZ vs SUNSTATE EQUIPMENT CO., LLC, A
DELAWARE CORPORATION**

March 23, 2026

8:30 AM

Judge: Honorable Tiana J. Murillo
Judicial Assistant: Diana Castro-Martinez
Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Lauren Falk for James Ross Hawkins via LA Court Connect

For Defendant(s): Jason Guyser via LA Court Connect

NATURE OF PROCEEDINGS: Hearing on Motion - Other Preliminary Approval of Settlement; Order to Show Cause Re: Dismissal (Settlement) (Conditional)

The Court's tentative ruling is posted online for the parties to review.

The matter is not called for hearing.

The parties submit to the Court's tentative ruling.

After reading and considering all moving documents, the Court adopts its tentative ruling as the final order of the Court, as follows:

The Motion for Preliminary Approval of Settlement filed by JOSE CHAVEZ on 12/08/2025 is Granted.

Hearing - Other Final Approval of the Settlement Agreement is scheduled for 07/21/2026 at 08:30 AM in Department 78 at Stanley Mosk Courthouse.

On the Court's own motion, the Order to Show Cause Re: Dismissal (Settlement) (Conditional) scheduled for 03/23/2026 is continued to 07/21/2026 at 08:30 AM in Department 78 at Stanley Mosk Courthouse.

I. BACKGROUND

This is a wage and hour class action. On February 25, 2025, plaintiff Jose Chavez ("Chavez"), on behalf of the general public as private attorney general individual, commenced the instant action against defendant Sunstate Equipment Co., LLC ("Sunstate") pursuant to the Private Attorneys General Act ("PAGA").

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

**JOSE CHAVEZ vs SUNSTATE EQUIPMENT CO., LLC, A
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March 23, 2026

8:30 AM

Judge: Honorable Tiana J. Murillo
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Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

On May 1, 2025, Sunstate filed an Answer.

On November 25, 2025, the parties filed a joint stipulation for Chavez to file a First Amended Complaint ("FAC").

On December 3, 2025, Chavez, individually and on behalf of all others similarly situated, filed a FAC against Sunstate.

On December 8, 2025, Chavez filed a motion seeking preliminary approval of the parties' PAGA and class action settlement. Chavez seeks approval of the following for settlement purposes only: (1) certifying the class, (2) appointing Chavez as class representative, (3) appointing Chavez's counsel, James Hawkins APLC, as class counsel, (4) approving the class actions settlement as fair, adequate and reasonable, (5) approving ILYM, Inc. ("ILYM") as Settlement administrator and directing distribution of the Class Notice, and (6) setting a date for a final fairness hearing.

The motion is unopposed.

II. DISCUSSION

Approval of class action settlements occurs in two steps. First, the court preliminarily approves the settlement, and the class members are notified as directed by the court. (Cal. Rules of Court ("CRC"), Rule 3.769, subds. (c) & (f); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (*Cellphone Termination Fee Cases*).) Second, the court conducts a final approval hearing to inquire into the fairness of the proposed settlement. (CRC, Rule 3.769, subd. (e); *Cellphone Termination Fee Cases* at p. 1118.) Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. (CRC, Rule 3.769(c).) The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion. (*Ibid.*)

The trial court has broad discretion to determine whether the settlement is fair. (*Cellphone Termination Fee Cases, supra*, 180 Cal.App.4th at 1117.) In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement and dismissal of the class action because the rights of the class members, and even named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 60.)

Terms of the Settlement

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

March 23, 2026

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8:30 AM

Judge: Honorable Tiana J. Murillo
Judicial Assistant: Diana Castro-Martinez
Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

Counsel provides that the proposed Settlement Agreement was entered into by Plaintiff and Defendants (the “Parties”) after participating in private mediation with Robert D. Coviello, Esq. on August 15, 2025. (See Hawkins Decl. ¶¶ 2, 9-10, Ex. 1.)

The Settlement Agreement provides for a Gross Settlement Amount (the “GSA”) of \$942,500 to be allocated among approximately 711 class members.

The Parties have agreed to a disbursement of the GSA as follows: (1) attorney’s fees in the amount of \$314,135.25 and costs of up to \$30,000.00; (2) an incentive award to Plaintiff in the amount of up to \$10,000.00; (3) fees and expenses of administration of the Settlement Agreement to the settlement administrator in an amount not to exceed \$12,000.00; (4) \$50,000.00 to the PAGA claim, with 35% percent of the PAGA Penalties to be part of the remaining net settlement amount (the “NSA”) that will be distributed to 417 PAGA class members in the amount of \$32,500.00; and (5) 65 percent of the PAGA Penalties in the amount of \$17,500.00 to the California Labor and Workforce Development Agency (“LWDA”). (Hawkins Decl. ¶ 15.) The Net Settlement Amount (“NSA”) is approximately \$526,364.75, which are to be paid to Class Members on a pro rata basis based upon the weeks each class member worked in comparison to the total work weeks worked by all Class Members.

Class Certification

Before the court may approve the settlement, the settlement class must satisfy the normal prerequisites for class action. (*Amchem. Products, Inc. v. Windsor* (1997) 521 U.S. 591, 625-27.) The party advocating class treatment must demonstrate the: (1) existence of an ascertainable and sufficiently numerous class; (2) well-defined community of interest; and (3) substantial benefits from certification that render proceeding as a class superior to the alternatives. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

Ascertainability and Numerosity

In determining the existence of an ascertainable and sufficiently numerous class, courts examine the class definition, the size of the class, and the means of identifying class members. (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Class members are ascertainable when they can be readily identified without unreasonable expense or time by reference to official or business records. (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The ascertainability requirement is satisfied if the potential class members may be identified without unreasonable expense or time and given notice of the litigation, and the proposed class definition offers an objective means of identifying those persons who will be bound by the results of the litigation. (*Id.* at 919.)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

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March 23, 2026

8:30 AM

Judge: Honorable Tiana J. Murillo
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Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

Plaintiff contends that the proposed class is ascertainable because class members can be readily identified in Defendant's records. The proposed settlement class consists of approximately 711 class members based upon data obtained through formal and informal discovery and information exchanges. (Hawkins Decl. ¶ 27.)

The Court finds that Plaintiff has sufficiently established the existence of an ascertainable and sufficiently numerous class.

Community of Interest

The community of interest component embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (*Sav-On Drug Sotres, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) The "ultimate question" for predominance is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants. (*Duran v. U.S. Bank Nat'l Assn.* (2014) 59 Cal.4th 1, 28.)

As a general rule, if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021-22.) However, class treatment is not appropriate if every member of the alleged class would be required to litigate numerous and substantial questions determining his individual right to recover following the class judgment determining issues common to the purported class. (*City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 459.)

The class members were all employed by Defendant during the relevant time period and it is Plaintiff's contention that they were subjected to the same policies and practices. Plaintiff's counsel provides the class members' claims all stem from the same alleged conduct, and that all class members share a common nucleus of facts and potential remedies since they all seek compensation for unpaid wages and other civil and statutory penalties per the allegations of the Complaint.

Substantial Benefit from Certification

Given the number of individuals with potential claims against Defendant and that the claims involve common questions of law, the Court finds there are substantial benefits from class certification that render proceeding as a class superior to the alternatives.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

**JOSE CHAVEZ vs SUNSTATE EQUIPMENT CO., LLC, A
DELAWARE CORPORATION**

March 23, 2026

8:30 AM

Judge: Honorable Tiana J. Murillo
Judicial Assistant: Diana Castro-Martinez
Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

The Court finds that Plaintiff has satisfied the prerequisites for class certification and preliminarily approves the class.

Fairness of Settlement

In determining whether a settlement is fair, the Court considers all relevant factors, including the strength of the plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) The recovery should represent a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation. (*Id.* at 129.) Nevertheless, the strength of the case on the merits for the plaintiffs is the most important factor, balanced against the amount offered in settlement. (*Id.* at 130.)

The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, on its own, mean that the proposed settlement is grossly inadequate and should be disapproved. (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455.) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.)

A presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.)

Plaintiff's counsel has analyzed evidence from class members and evidence produced by Defendant. (Hawkins Decl. ¶ 14-15.) The parties participated in private mediation, with numerous subsequent settlement discussions, which ultimately led to the proposed Settlement Agreement placed before the Court for approval. (*Id.* at ¶ 12.) Plaintiff's counsel believes that the Settlement Agreement is fair based on documents/data produced, investigation, and risk of significant delay and defenses asserted to the merits of the actions.

The Court finds that it appears a presumption of fairness of the Settlement Agreement exists. The Court notes that because the percentage of objectors cannot be determined until the fairness hearing and final approval, the Court's finding of a presumption of fairness is

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

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March 23, 2026

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8:30 AM

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Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

provisional.

Notice

If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. (CRC, Rule 3.769(f).) The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement. (*Ibid.*)

CRC, rule 3.766(d) requires that the notice include:

A brief explanation of the case, including the basic contentions or denials of the parties;

A statement that the court will exclude the member from the class if the member so requests by a specific date;

A procedure for the member to follow in requesting exclusion from the class;

(4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and

(5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Plaintiff's proposed Notice complies with each of the requirements set forth by CRC rule 3.766(d). (Hawkins Decl., Exhibit 1 at p. 50.)

PAGA Settlement

Labor Code section 2699, subdivision (1)(2) provides that the superior court shall review and approve any settlement of any civil action filed pursuant to PAGA. (Lab. Code § 2699, subd. (1)(2).) Section 2699, subdivision (1)(2) requires submission of the proposed settlement to the Labor Workforce and Development Agency (the "LWDA") at the same time it is submitted to the court. (*Id.*) Any settlement of any civil action filed under PAGA must be "fair and adequate in view of the purposes and policies of the statute." (*Flores v. Starwood Hotels & Resorts Worldwide, Inc.* (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1077.)"

Per Assembly Bill 2288 (AB 2288) and Senate Bill 92 (SB 92) modifying Labor Code Section 2699, *et. seq.*, "civil penalties recovered by aggrieved employees shall be distributed as follows: 65 percent to the Labor and Workforce Development Agency for enforcement of labor

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

JOSE CHAVEZ vs SUNSTATE EQUIPMENT CO., LLC, A
DELAWARE CORPORATION

March 23, 2026

8:30 AM

Judge: Honorable Tiana J. Murillo
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Courtroom Assistant: Angela Comick

CSR: None
ERM: None
Deputy Sheriff: None

laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 35 percent to the aggrieved employees.” (Lab. Code, § 2699, subd. (m).) This amendment does not have a retroactive effect, and “shall not apply to a civil action with respect to which the notice required by subparagraph (A) of paragraph (1) of subdivision (a), paragraph (1) of subdivision (b), or subparagraph (A) of paragraph (1) of subdivision (c) of Section 2699.3 was filed before June 19, 2024.” (Lab. Code, § 2699, subd. (v)(2).) Thus, any LWDA notice predating June 19, 2024 shall apply the former rule of 75% to LWDA and 25% to aggrieved employees.

Plaintiff complied with the notice requirements to LWDA on December 20, 2024. (Compl. Ex. A.) Therefore, based on the terms of the Settlement Agreement and allocation of the GSA to the LDWA as described above, the Court finds that the Settlement Agreement complies with Labor Code section 2699, subdivision (m) as amended.

Class Representative/Incentive Award

In order to be deemed an adequate class representative, the class action proponent must show it has claims or defenses that are typical of the class, and it can adequately represent the class. (*J.P. Morgan & Co. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.) Where there is a conflict that goes to the very subject matter of the litigation, it will defeat a party’s claim of class representative status. (*Ibid.*) Thus, a finding of adequate representation will not be appropriate if the proposed class representative’s interests are antagonistic to the remainder of the class. (*Ibid.*)

Plaintiff worked for Defendant during the relevant time period and has spent approximately 36 hours participating in this action. (Chavez Decl. ¶¶ 2-15.) There is no indication that Plaintiff has interests adverse to other class members. The Court approves the request and approves Plaintiff as the class representative.

The Motion also seeks preliminary approval of an incentive award of \$10,000 to Plaintiff for acting as class representative in this action. The Court preliminarily approves this amount.

E. Class Counsel

The Court finds that Plaintiff’s counsel is sufficiently experienced in litigating wage and hour and employment class actions. (Hawkins Decl. ¶¶ 42.)

F. Attorney’s Fees and Costs

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 78

25STCV05237

March 23, 2026

JOSE CHAVEZ vs SUNSTATE EQUIPMENT CO., LLC, A

8:30 AM

DELAWARE CORPORATION

Judge: Honorable Tiana J. Murillo

CSR: None

Judicial Assistant: Diana Castro-Martinez

ERM: None

Courtroom Assistant: Angela Comick

Deputy Sheriff: None

Any agreement, express or implied, that has been entered into with respect to the payment of attorney's fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action. (CRC, Rule 3.769(b).)

Ultimately, the award of attorney's fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96.) In common fund cases, the court may utilize the percentage method, cross-checked by the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the contrary, the court has an independent right and responsibility to review the attorney fees provision of the settlement agreement and award only so much as it determined reasonable. (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

Plaintiffs seek preliminary approval of attorney's fees of up to one-third of the GSA in the amount of \$314,135.25 litigation costs of up to \$30,000. The Court preliminarily approves these amounts, pending a determination of the evidence supporting the fees presented by Plaintiff at the final approval hearing. Counsel must submit evidence justifying the requested attorney's fees and litigation costs with the motion for final approval of the settlement.

IV. CONCLUSION

Based on the foregoing, the Court GRANTS the Motion. The Court sets a hearing for the Final Approval of the Settlement Agreement on 07/21/2026 at 8:30 a.m. in this department.

Moving party is ordered to give notice.

DATED: March 23, 2026

Hon. Tiana J. Murillo

Judge of the Superior Court

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Exhibit B

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
GREG S. LABATE, Cal. Bar No. 149918
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JOSE CHAVEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOSE CHAVEZ, on behalf of the
general public as private attorney
general,
Plaintiff,
v.
SUNSTATE EQUIPMENT CO., LLC,
a Delaware Corporation; and DOES 1
through 50, inclusive,
Defendants

Case No. 24STCV33820
Case No. 25STCV05237

Class Action Complaint Filed: December 20, 2024
PAGA Complaint Filed: February 25, 2025
Amended Complaint Filed:
Trial Date: None Set

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement”) is made by and between Plaintiff Jose Chavez (“Plaintiff”), on behalf of himself and each of the Class Members and PAGA Members as defined herein, and Defendant Sunstate Equipment Co., LLC (“Sunstate”), and is intended to resolve and settle the pending actions entitled Jose Chavez v. Sunstate Equipment Co., LLC, Central District Case No. 2:25-cv-02262 (Los Angeles Superior Court Case No. 24STCV33820) and Jose Chavez v. Sunstate Equipment Co., LLC, Los Angeles Superior Court Case No. 25STCV05237.

1. DEFINITIONS

1.1 The term “Actions” is defined collectively to include the Class Action entitled Jose Chavez v. Sunstate Equipment Co., LLC, Central District Case No. 2:25-cv-02262 (Los Angeles Superior Court Case No. 24STCV33820), the PAGA Complaint entitled Jose Chavez v. Sunstate Equipment Co., LLC, Los Angeles Superior Court Case No. 25STCV05237, and any amended complaints filed in the Actions by Plaintiff.

1.2 The term “Agreement” or “Settlement Agreement” refers to this Settlement Agreement.

1.3 The terms “Class” or “Class Members” means all hourly-paid, non-exempt employees employed by Defendant within the State of California at any time during the Class Period.

1.4 The term “Class Counsel” means James Hawkins APLC.

1.5 The term “Class List and Data” means the name, last known mailing address, Social Security number, number of Workweeks for each Class Member during the Class Period, and number of PAGA Workweeks for each PAGA Member during the PAGA Period.

1.6 The term “Class Period” means the time from December 20, 2020 through the earlier date of either December 31, 2025 or the date on which the Court issues the Preliminary Approval Order.

1.7 The term “Court” as used herein means the Superior Court of California, County of Los Angeles.

1.8 The term “Defendant” or “Sunstate” means Defendant Sunstate Equipment Co., LLC.

1.9 The “Effective Date” of the Settlement will be the last to occur of the following: (a) the 61st day after service of notice of entry of the Final Approval Order and Judgment; or (b) if an appeal, review, or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no longer subject to further judicial review. Prior to the Effective Date, Defendant will not be required to fund the Settlement, in whole or in part, through the Settlement Administrator or any third party.

1.10 The term “Final Approval Order” means the order of the Court that grants final approval of the Settlement.

1.11 The term “Final Judgment” means the final judgment entered by the Court based upon the Settlement.

1.12 The term “Individual PAGA Payment” means the PAGA Member’s pro-rata share of the portion of the PAGA Payment allocated to PAGA Members pursuant to Section 10.4 below.

1.13 The term “Individual Settlement Payment” means the amount to be paid to a Participating Class Member from the Net Settlement Amount pursuant to Section 10.2 below.

1.14 The term “LWDA Notice” means Plaintiff’s letter submitted to the Labor and Workforce Development Agency dated December 20, 2024, and any subsequent letter submitted to the Labor and Workforce Development Agency on behalf of Plaintiff.

1.15 The term “Mediator” means Robert D. Coviello, Esq.

1.16 The term “Net Settlement Amount” means the Settlement Amount minus the Court-approved Attorneys’ Fees, Litigation Costs and Expenses, Service Award to Plaintiff, Settlement Administration Costs, and PAGA Payment.

1.17 The term “PAGA Member(s)” means all hourly-paid, non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

1.18 The term “PAGA Payment” means the payment made to the LWDA and PAGA Members for civil penalties pursuant to PAGA and the terms of this Agreement.

1.19 The term “PAGA Period” means the time from December 22, 2023 through the earlier date of either December 31, 2025 or the date on which the Court issues the Preliminary Approval Order.

1.20 The term “PAGA Workweek(s)” refers to the week(s) during the PAGA Period in which a PAGA Member worked for Defendant.

1.21 The term “Participating Class Members” mean Class Members who have not timely requested exclusion from the Settlement.

1.22 The term “Parties” means Plaintiff and Defendant, collectively.

1.23 The term “Party” means Plaintiff or Defendant, individually.

1.24 The term “Plaintiff” means Plaintiff Jose Chavez.

1.25 The term “Preliminary Approval Order” means the order of the Court that grants preliminary approval of the Settlement.

1.26 The term “Settlement Administrator” means ILYM, Inc. (“ILYM”), the third-party settlement administrator agreed upon by Parties to administer this Settlement.

1.27 The term “Settlement Amount” means the amount of Nine Hundred Forty-Two Thousand Five Hundred Dollars and Zero Cents (\$942,500.00), inclusive of the Attorneys’ Fees and Litigation Costs and Expenses incurred by Class Counsel, the Settlement Administration Costs, the Service Award to Plaintiff, Individual Settlement Payments, and the PAGA Payment, but excluding employer portion of any applicable payroll taxes.

1.28 The term “Workweek(s)” refers to the week(s) during the Class Period in which a Class Member worked for Defendant.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 On December 20, 2024, Jose Chavez filed a Class Action Complaint in the Superior Court of California for the County of Los Angeles against Defendant, thereby commencing the action entitled Jose Chavez v. Sunstate Equipment Co., LLC, Case No. 24STCV33820 (“Class Action”) alleging the following claims: (1) failure to pay wages including overtime, (2) failure to provide meal periods, (3) failure to provide rest periods, (4) failure to pay timely wages, (5) failure to provide accurate itemized wage statements, (6) failure to indemnify necessary business expenses,

1 and (7) unfair competition. The Class Action was removed to the United States District Court for
2 the Central District of California on March 13, 2025. On February 25, 2025, Plaintiff filed a PAGA
3 complaint in the Superior Court of California for the County of Los Angeles against Defendant,
4 thereby commencing the action entitled Jose Chavez v. Sunstate Equipment Co., LLC, Case No.
5 25STCV05237 (“PAGA Action”) seeking PAGA penalties for the same underlying violations
6 alleged in the Class Action.

7 2.2 On August 15, 2024, the Parties participated in private mediation conducted by the
8 Mediator, an experienced and respected attorney. The settlement discussions were conducted at
9 arm’s length. The Parties reached an impasse at mediation, but the Mediator successfully assisted
10 the Parties to agree on a resolution of the Actions through a mediators proposal. The Settlement is
11 the result of an informed and detailed analysis of the risks facing all Parties in litigating this case,
12 including but not limited to, careful consideration of the legal and factual obstacles to Plaintiff’s
13 prospects of obtaining class certification and on the merits, and Defendant’s defenses, as well as
14 Defendant’s potential exposure and the additional costs of litigating the Actions.

15 2.3 This Agreement is intended to and does effectuate the full, final, and complete
16 resolution of the Actions.

17 2.4 The Parties believe that continued litigation would be protracted, expensive, and
18 uncertain, and that this Settlement is in the best interests of the Class, PAGA Members, and
19 Defendant. In light of these realities, the Parties believe that this Settlement is the best way to
20 resolve the disputes between them.

21 **3. JURISDICTION, ENFORCEMENT, AND INTERPRETATION**

22 The Court has jurisdiction over the Parties and the subject matter of the Actions. The
23 Actions include claims that, while Defendant denies them in their entirety, would, if proven,
24 authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is
25 approved, the Court will retain jurisdiction with respect to the interpretation, implementation, and
26 enforcement of the terms of this Agreement and all orders and judgments entered in connection
27 therewith, pursuant to California Rules of Court Rule 3.769, et seq. and California Code of Civil
28 Procedure Section 664.6, and the Parties hereto submit to the jurisdiction of the Court for purposes

1 of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all
2 orders and judgments entered in connection therewith. The Parties and their counsel agree that a
3 court, upon motion, may enter judgment pursuant to the Agreement and California Code of Civil
4 Procedure Section 664.6 and the Agreement is admissible in evidence for purposes of enforcement
5 pursuant to California Evidence Code Section 1123. The Agreement will be interpreted and
6 enforced under the laws of the State of California without regard to its conflict of laws provisions.
7 Any dispute arising out of or relating to the Agreement, or the subject matter hereof, will be
8 resolved solely and exclusively in the Court, and the Parties hereby consent to the jurisdiction of the
9 Court over them solely in connection therewith.

10 **4. NO ADMISSION WITH RESPECT TO LIABILITY**

11 4.1 The Parties agree that this Agreement reflects their good faith compromise of the
12 Actions, based upon their assessment of the mutual risks and costs of further litigation and the
13 assessments of their respective counsel. This Agreement does not constitute, is not intended to
14 constitute, and will not be deemed to constitute, an admission of liability or lack of liability by the
15 Parties as to the merits, validity, or accuracy of any of the allegations or claims made against
16 Defendant in the Actions or the appropriateness of class certification. Defendant denies each of
17 Plaintiff's allegations in their entirety, and alleges that Plaintiff and all other Class Members were
18 provided compensation and treated in all respects in accordance with California law with regard to
19 the claims and facts alleged in the Actions.

20 4.2 Nothing in this Agreement, nor any action taken or made in implementation thereof,
21 including, without limitation, any statements, discussions, communications, or any materials
22 prepared, exchanged, issued, or used during the course of the negotiations leading up to the
23 Agreement, is intended by the Parties to or will constitute, be introduced, or be submitted in any
24 way in the Actions or any other judicial, arbitral, administrative, investigative or other forum or
25 proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
26 regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding
27 the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the
28 interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the

1 Court entered into in connection therewith. Additionally, insofar as any of the foregoing material is
2 required to be filed by any Court by Court order, the Parties will comply with such order but will
3 notify the other Party of such an order at least ten (10) days prior to filing of the documents.

4 4.3 The Parties agree that Plaintiff's forthcoming motion for preliminary approval of the
5 Settlement, which will, among other things, seek certification of the Class, is for purposes of the
6 Settlement only. If, for any reason, the Settlement is not approved, the stipulation to certification
7 will have no force or effect. The Parties agree that certification for purposes of the Settlement is in
8 no way an admission that class certification is proper under the standard applied to contested
9 certification motions and that this Agreement will not be submitted in this or any other proceeding
10 as evidence that (i) the Class should be certified, or (ii) Defendant is liable to Plaintiff or any of the
11 Class Members. Further, neither this Agreement nor the Court's actions with regard to this
12 Agreement will be submitted in any court or other tribunal regarding the propriety of class
13 certification or collective treatment for purposes other than the settlement of the Actions. In the
14 event that this Agreement is not approved by the Court or any appellate court, is terminated, or
15 otherwise fails to be enforceable, Defendant will not be deemed to have waived, limited, or affected
16 in any way, any of its objections or defenses in the Actions, including, but not limited to, its
17 defenses in opposition to class certification.

18 **5. CLASS CERTIFICATION**

19 For the purposes of this Agreement only, the Parties agree to the certification of the Class.
20 As set forth above, Defendant expressly reserves its right to oppose class certification should the
21 Court decide to not approve this Settlement.

22 **6. RELEASE AND WAIVER**

23 6.1 General Release and Waiver of Claims by Plaintiff

24 As of the Effective Date, Plaintiff fully and finally releases Defendant Sunstate Equipment
25 Co., LLC, and each of its past, present and future agents, employees, servants, officers, directors,
26 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
27 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
28 predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-

egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”), from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff’s employment with Defendant and Plaintiff’s compensation while an employee of Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released Claims include all claims alleged or that could have been alleged in the Actions and/or LWDA Notice, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; failure to pay overtime compensation, double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment, including failure to pay all earned wages twice per month; failure to timely pay all wages due at separation of employment; failure to pay all accrued vacation wages at termination; failure to provide one day’s rest in a seven-day workweek; failure to provide proper paid sick leave; failure to provide notice of paid sick leave; failure to maintain accurate records, including payroll records and records of hours worked and meal periods; failure to provide written notice at the time of hiring under California Labor Code Section 2810.5; misclassification; unfair business practices; declaratory relief; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; interest; and attorneys’ fees and costs. Plaintiff’s Released Claims also expressly include all claims arising under the California Labor Code (including but not limited to Sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 246, 256, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1185, 1194,

1 1194.2, 1197, 1197.1, 1197.2, 1198, 1199, 2800, 2802, 2804, 2698 *et seq.*, and 2699 *et seq.*); the
2 Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys
3 General Act of 2004 (“PAGA”); California Business and Professions Code Section 17200, *et seq.*;
4 the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR
5 Sections 11040; California Code of Civil Procedure, including but not limited to Section 1021.5;
6 the California common law of contract; the FLSA, 29 U.S.C. Section 201, *et seq.*; federal common
7 law; and the Employee Retirement Income Security Act, 29 U.S.C. Section 1001, *et seq.*
8 (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits. This
9 release excludes the release of claims not permitted by law. Plaintiff’s Released Claims include all
10 claims, whether known or unknown. Even if Plaintiff discover facts in addition to or different
11 from those that Plaintiff now knows or believes to be true with respect to the subject matter of
12 Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff
13 expressly waives and relinquishes the provisions, rights and benefits of California Civil Code
14 Section 1542, which reads:

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

21 6.2 Release and Waiver of Claims by Participating Class Members

22 As of the Effective Date, Participating Class Members and Plaintiff, on behalf of themselves
23 and their respective past, present, and future representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns, and each and all of them, will be deemed to have fully, finally, and forever
25 released, settled, compromised, relinquished, and discharged the Released Parties from all claims,
26 debts, liabilities, demands, actions, or causes of action under state, federal or local law, whether
27 statutory, common law or administrative, that were asserted in the Actions and/or LWDA Notice, or
28 that reasonably could have been asserted based on the facts, legal theories, and/or claims alleged in

1 the Actions and/or LWDA Notice, including any and all claims involving any alleged failure to pay
2 all wages due, including minimum wages, straight time compensation, overtime compensation,
3 double-time compensation, reporting time compensation, and interest; the calculation of the regular
4 rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or
5 rest period penalties; alleged on-duty meal periods; rounding and/or time shaving; alteration and/or
6 manipulation of time records; failure to pay overtime compensation, double-time compensation,
7 meal and rest period premiums, sick pay, and reporting time pay at the regular rate of pay; payment
8 for all hours worked, including off-the-clock work; failure to provide accurate itemized wage
9 statements; failure to permit inspection of records; failure to reimburse business expenses; failure to
10 timely pay all wages during employment, including failure to pay all earned wages twice per
11 month; failure to timely pay all wages due at separation of employment; failure to pay all accrued
12 vacation wages at termination; failure to provide proper paid sick leave; failure to provide notice of
13 paid sick leave; failure to maintain accurate records, including payroll records and records of hours
14 worked and meal periods; unfair business practices; penalties, including recordkeeping penalties,
15 wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; attorneys'
16 fees and costs; and including all claims arising under the California Labor Code (including Sections
17 200-204, 210, 218, 218.5, 218.6, 221, 224, 226, 226.3, 226.7, 227.3, 233, 246, 432, 510, 512, 558,
18 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2698 et
19 seq.; the Wage Orders of the California Industrial Welfare Commission based on the facts, legal
20 theories, and/or claims alleged or that reasonably could have been alleged in the Actions and/or
21 LWDA Notice; California Business and Professions Code Section 17200, et seq. based on the facts,
22 legal theories, and/or claims alleged or that reasonably could have been alleged in the Actions
23 and/or LWDA Notice; 8 CCR Sections 11040 and 11070 based on the facts, legal theories, and/or
24 claims alleged or that reasonably could have been alleged in the Actions and/or LWDA Notice;
25 California Code of Civil Procedure, Section 1021.5 based on the facts, legal theories, and/or claims
26 alleged or that reasonably could have been alleged in the Actions and/or LWDA Notice; and the
27 Fair Labor Standards Act, 29 U.S.C. Section 201, et seq. based on the facts, legal theories, and/or
28 claims alleged or that reasonably could have been alleged in the Actions and/or LWDA Notice.

1 This release excludes the release of claims not permitted by law. This release does not release
2 claims for civil penalties arising under PAGA for Participating Class Members who are not PAGA
3 Members.

4 6.3 Release and Waiver of Claims By PAGA Members

5 PAGA Members, Plaintiff, and the State of California with respect to all PAGA Members,
6 on behalf of themselves and their respective past, present, and future representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, and each and all of them, will be
8 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
9 discharged the Released Parties from all claims, actions, and causes of action for civil penalties,
10 attorneys' fees, costs or interest arising under the Private Attorneys General Act, California
11 Labor Code Section 2698, *et seq.* that were alleged or that reasonably could have been alleged in
12 the Actions and/or the LWDA Notice based on the factual allegations and legal theories contained
13 in the Actions and/or the LWDA Notice. The release above covers the claims pled or that
14 reasonably could have been pled, based on the factual allegations and legal theories contained in
15 the Actions and/or the LWDA Notice, including all claims for penalties recoverable under PAGA
16 concerning failure to pay all wages due, including minimum wages, straight time compensation,
17 overtime compensation, double-time compensation, reporting time compensation; and interest; the
18 calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to
19 pay proper meal and/or rest period penalties; alleged on-duty meal periods; rounding and/or time
20 shaving; alteration and/or manipulation of time records; failure to pay overtime compensation,
21 double-time compensation, meal and rest period premiums, sick pay, and reporting time pay at the
22 regular rate of pay; payment for all hours worked, including off-the-clock work; failure to provide
23 accurate itemized wage statements; failure to permit inspection of records; failure to reimburse
24 business expenses; failure to timely pay all wages during employment, including failure to pay all
25 earned wages twice per month; failure to timely pay all wages due at separation of employment;
26 failure to pay all accrued vacation wages at termination; failure to provide proper paid sick leave;
27 failure to provide notice of paid sick leave; failure to maintain accurate records, including payroll
28 records and records of hours worked and meal periods; waiting time penalties; and including

1 without limitation any and all potential claims for penalties recoverable under PAGA predicated
2 upon California Labor Code sections 200-204, 210, 218, 218.5, 218.6, 221, 224, 226, 226.3,
3 226.7, 227.3, 233, 246, 256, 432, 510, 512, 558, 1174, 1174.5, 1175, 1185, 1194, 1194.2, 1197,
4 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 2698 *et seq.*; any duplicative or similar provisions
5 arising under the Wage Orders of the California Industrial Welfare Commission, including Wage
6 Orders 4-2001 and 7-2001, based on the facts, legal theories, and/or claims alleged or that
7 reasonably could have been alleged in the Actions and/or LWDA Notice; 8 CCR Sections 11040
8 and 11070 based on the facts, legal theories, and/or claims alleged or that reasonably could have
9 been alleged in the Actions and/or LWDA Notice; and any other PAGA penalty claims
10 whatsoever alleged, or that reasonably could have been alleged, in the Actions or LWDA Notice,
11 whether known or unknown, during the PAGA Period based on the factual allegations and legal
12 theories contained in the Actions and/or the LWDA Notice.

13 **7. NOTICE AND OPPORTUNITY TO OPT OUT OR OBJECT**

14 7.1 Notice to the Class

15 The Parties submit a Notice of Class Action Settlement (“Class Notice”), in the form
16 attached hereto as “Exhibit 1,” to the Court for approval. The Class Notice will include,
17 nonexclusively, information regarding the nature of the Actions; a summary of the substance of the
18 Settlement; the definition of the Class; the formula used to determine the Individual Settlement
19 Payments for the Class Members and Individual PAGA Payments for PAGA Members; the number
20 of Workweeks and PAGA Workweeks credited to each Class Member and PAGA Member,
21 respectively; the estimated Individual Settlement Payment and/or Individual PAGA Payment; the
22 procedures and deadlines for objecting to the Settlement, seeking exclusion from the Settlement
23 (except PAGA Members shall have no right to exclude themselves from the PAGA portion of the
24 Settlement), and/or disputing the number of Workweeks or PAGA Workweeks credited to them;
25 and the date for the Final Approval Hearing.

26 7.2 Mailing of the Class Notice

27 Within thirty (30) calendar days following notice by Plaintiff or the Court of the Preliminary
28 Approval Order, Defendant shall provide the Settlement Administrator with the Class List and Data

1 in readable Microsoft Excel spreadsheets. In no event will Class List and Data ever be shared with
2 or provided to Class Counsel.

3 Within thirty (30) calendar days after the Settlement Administrator's receipt of the Class
4 List and Data, the Settlement Administrator shall mail the Class Notice to the Class Members via
5 first-class regular U.S. mail. Class Members will have forty-five (45) calendar days from the
6 mailing of the Class Notice ("Response Deadline") to submit a Request for Exclusion (as defined
7 below), dispute, or objection. The date of initial mailing of the Class Notice by the Settlement
8 Administrator to the Class Members is the "Initial Mailing." Prior to mailing the Class Notice to
9 Class Members, the Settlement Administrator will perform one search based on the National
10 Change of Address Database information to update and correct the Class List and Data for any
11 known or identifiable address changes.

12 If, within thirty (30) calendar days of the Initial Mailing, a Class Notice is returned with a
13 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
14 the Settlement Administrator shall forward the original Class Notice to the updated address via
15 first-class regular U.S. mail indicating on the Class Notice the date of such re-mailing. If a Class
16 Notice is returned within thirty (30) calendar days of the Initial Mailing as undeliverable without a
17 forwarding address, then within five (5) calendar days of receiving the undeliverable Class Notice,
18 the Settlement Administrator will promptly attempt to determine the correct address using a skip-
19 trace search, and will perform a single re-mailing to any addresses located indicating the date of the
20 re-mailing on the Class Notice. Those Class Members who receive a re-mailed Class Notice (as a
21 result of the Settlement Administrator locating an updated address by way of skip-trace search,
22 forwarding address provided by the post office, or request from the Parties or Class Members), will
23 have the later of (a) fifteen (15) calendar days from the date the Class Notice is re-mailed or (b) the
24 Response Deadline to postmark a Request for Exclusion, objection, or dispute regarding
25 Workweeks or PAGA Workweeks to the Settlement Administrator ("Extended Response
26 Deadline").

27 In the event that the procedures in this Section are followed and the intended recipient of a
28 Class Notice still does not receive the Class Notice, the intended recipient shall be bound by all

1 terms of the Settlement and any Final Approval Order and Final Judgment entered by the Court if
2 the Settlement is approved by the Court. In the event the procedures in this Section are followed
3 and a Class Member does not ultimately return a Request for Exclusion and/or the Request for
4 Exclusion is rejected by the Settlement Administrator, the Class Member shall be deemed a
5 Participating Class Member and will be bound by all terms of the Settlement and any Final
6 Approval Order and Final Judgment entered by the Court if the Settlement is approved by the
7 Court.

8 7.3 Objection to the Settlement

9 A Participating Class Member may object to the Settlement. To assert an objection to the
10 Settlement, a Participating Class Member must submit an objection to the Settlement Administrator
11 by first class U.S. mail at the address specified on the Class Notice, not later than the Response
12 Deadline, or in the instance of a re-mailed Class Notice, the Extended Response Deadline. The date
13 of the postmark will be the exclusive means for determining whether an objection has been timely
14 submitted. All objections must be in writing, which includes: (1) the objector's full name, address,
15 last four digits of his or her Social Security number, and signature; (2) the case name and number;
16 (3) the factual and legal basis, with supporting documents, if any, on which the objection is based;
17 (4) whether the objector is represented by an attorney and providing the contact information of any
18 such attorney; and (5) whether the objector plans to appear at the Final Approval Hearing. The
19 Parties agree that the Settlement Administrator shall not disclose the last four digits of any Class
20 Member's Social Security number to anyone but the Parties, that such information will be securely
21 held, and that the disclosure of those last four digits to the Parties shall not be used for any purpose
22 except to ascertain the identity of the objector for administration of this Settlement. Any person
23 who fails to timely submit their written objections in the manner specified above may still appear
24 and object at the Final Approval Hearing. Participating Class Members who fail to object in the
25 manners specified above shall be deemed to have waived any objections and shall be foreclosed
26 from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating
27 Class Member objects to this Settlement, the Participating Class Member will remain a member of
28 the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the

1 terms of the Settlement and any Final Approval Order and Final Judgment. Within three (3)
2 business days of receipt of an objection, the Settlement Administrator shall provide counsel for the
3 Parties with a copy of the objection. No later than thirty (30) calendar days before the Final
4 Approval Hearing, the Settlement Administrator shall provide counsel for the Parties with a
5 complete list of Participating Class Members who have submitted an objection. Prior to the Final
6 Approval Hearing, the Settlement Administrator shall submit copies of the objections that it has
7 received, to the Court by way of declaration.

8 7.4 Request for Exclusion from the Settlement

9 Class Members who wish to exclude themselves from the Settlement must submit a valid
10 and timely request for exclusion (“Request for Exclusion”) to the Settlement Administrator by mail,
11 postmarked on or before the Response Deadline or, in the instance of a re-mailed Class Notice, the
12 Extended Response Deadline. The date of the postmark on the return mailing envelope will be the
13 exclusive means for determining whether a Request for Exclusion has been timely submitted. A
14 Request for Exclusion must be in writing which contains: (1) the Class Member’s full name, current
15 address, last four digits of his/her Social Security number; (2) the case name and number; (3) a clear
16 statement that the Class Member wishes to be excluded from the Settlement; and (4) the Class
17 Member’s signature and the date of signature. The Parties agree that the Settlement Administrator
18 shall not disclose the last four digits of any Class Member’s Social Security number to anyone but
19 the Parties, that such information will be securely held, and that the disclosure of those last four
20 digits to the Parties shall not be used for any purpose except to ascertain the identity of the
21 individual who wishes to exclude himself or herself from the Settlement for administration of this
22 Settlement. The name and last four digits of the Social Security number provided by the Class
23 Member on the Request for Exclusion must match Defendant’s records as provided to the
24 Settlement Administrator, or match Defendant’s records for that particular Class Member. The
25 name and Social Security number provided by the Class Member will be deemed to match
26 Defendant’s records only if: (1) both the first name and the last name and the last four digits of the
27 Social Security number provided by the Class Member match Defendant’s records; (2) the first
28 name and the last four digits of the Social Security number provided by the Class Member match

1 Defendant's records and it appears the last name has been changed as a result of a change in marital
2 status or is a shortened or lengthened version of the name that appears in Defendant's records; or
3 (3) the last four digits of the Social Security number and last name match Defendant's records and
4 the first name provided is either a nickname or a shortened or lengthened version of the name that
5 appears in Defendant's records. Each Class Member who does not submit a Request for Exclusion
6 in compliance with this paragraph will be deemed to be a Participating Class Member. Participating
7 Class Members will be bound by all terms of the Settlement Agreement and the Final Approval
8 Order and Final Judgment. Any Class Member who submits a timely, valid Request for Exclusion
9 will not be a Participating Class Member, will not be entitled to receive any Individual Settlement
10 Payment, and will not be bound by this Agreement or have any right to object, appeal, or comment
11 thereon.

12 Notwithstanding the foregoing, the Parties agree there is no statutory or other right for any
13 Class Member to opt out or otherwise exclude himself or herself from the PAGA portion of the
14 Settlement. A Class Member who submits a valid and timely Request for Exclusion and who is
15 also a PAGA Member shall still receive his or her proportionate share of the PAGA Payment and
16 shall be bound by the Release and Waiver of Claims By PAGA Members described in Section 6.3.

17 No later than thirty (30) calendar days before the Final Approval Hearing, the Settlement
18 Administrator shall provide counsel for the Parties with a complete list of all Class Members who
19 have submitted a valid and timely Request for Exclusion.

20 If a Class Member submits both a Request for Exclusion and written objection to the
21 Settlement Administrator prior to the Response Deadline, the Settlement Administrator will first
22 attempt to contact the Class Member(s) to determine if they intended to submit only the Request for
23 Exclusion or written objection. If the Settlement Administrator is unable to contact the Class
24 Member(s) within ten (10) calendar days of receiving both the Request for Exclusion and written
25 objection or if the Class Member(s) fails to respond to the Settlement Administrator within ten (10)
26 calendar days of being contacted, then only the Request for Exclusion will be deemed valid. The
27 Class Member(s)' written objection will be invalid, and the Class Member will no longer be
28 considered a Participating Class Member, will not receive his or her Individual Settlement Payment,

1 and will not be bound by the Release and Waiver of Claims by Participating Class Members
2 described in Section 6.2 (but will still have fully and finally released and discharged the Released
3 Parties in accordance with the Release and Waiver of Claims By PAGA Members described in
4 Section 6.3).

5 7.5 No Solicitation of Objections to or Exclusions from the Settlement

6 The Parties agree to use their best efforts to carry out the terms of this Agreement. At no
7 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
8 to submit Requests for Exclusion, objections to the Settlement, or appeal from or seek review of the
9 Court's Preliminary Approval Order, Final Approval Order, or Final Judgment, provided, however,
10 that Class Counsel may respond to any questions received from Class Members regarding the
11 Settlement and the Settlement Agreement.

12 **8. DEFENDANT'S RIGHT TO RESCIND**

13 If either (i) 10% or more of the Class Members, or (ii) a number of Class Members whose
14 Individual Settlement Payments in the aggregate are 10% or more of the Settlement Amount,
15 either opt out of and/or object to the Settlement, or if both (i) and (ii) occur, Defendant may, at its
16 election, rescind the Settlement and all actions taken in its furtherance of it will be thereby null
17 and void. If Defendant exercises this right of recession, it must do so in writing, that is sent to
18 Class Counsel. If the option to rescind is exercised, then Defendant shall be solely responsible for
19 all Settlement Administration Costs accrued to that point. If such provision is exercised, the
20 Actions will return to their pre-settlement litigation posture.

21 **9. DISPUTES REGARDING WORKWEEKS**

22 The Class Notice mailed to each Class Member will indicate the Workweeks and PAGA
23 Workweeks credited to each Class Member and the estimated Individual Settlement Payment and/or
24 Individual PAGA Payment that he/she is to receive based upon Defendant's records and the
25 formula set forth in Sections 10.2 and/or 10.4 below. If a Class Member objects to the Workweeks
26 and/or PAGA Workweeks credited to him or her, as stated in the Class Notice, the Class Member
27 must submit written correspondence to the Settlement Administrator that is postmarked no later
28 than the Response Deadline, or in the instance of a re-mailed Class Notice, the Extended Response

1 Deadline, explaining the basis for the dispute and including any supporting documentation showing
2 that the Workweeks and/or PAGA Workweeks credited to him or her is inaccurate. Defendant's
3 records will be presumed determinative, absent credible evidence to rebut the accuracy of the
4 Workweeks and/or PAGA Workweeks credited to a Class Member based thereon. The Settlement
5 Administrator will evaluate the evidence submitted by the Class Member and make a
6 recommendation to the Parties as to which figures should be applied. If the Parties disagree with
7 the Settlement Administrator's recommendation, the dispute will be presented to the Court for
8 determination.

9 **10. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

10 10.1 Settlement Amount

11 The Settlement Amount has been agreed to by the Parties, based on analysis and assessment
12 of the value of the claims of the Class. It is expressly understood that if the Court awards less than
13 the total amounts requested to be awarded for Attorneys' Fees, Litigation Costs and Expenses,
14 PAGA Payment, Settlement Administration Costs, and Service Award to Plaintiff, or as otherwise
15 provided herein, the difference in any such amounts will be added to the Net Settlement Amount.

16 10.2 Distribution to the Participating Class Members

17 Individual Settlement Payments will be determined as follows: Defendant will provide the
18 Settlement Administrator with the number of Workweeks credited to each Participating Class
19 Member during the Class Period, as indicated in the Class List and Data. The Settlement
20 Administrator will then calculate the total number of Workweeks worked by all Participating Class
21 Members during the Class Period ("Total Workweeks"). To determine the Individual Settlement
22 Payment for each Participating Class Member, the Settlement Administrator will (1) divide each
23 Participating Class Member's respective Workweeks by the Total Workweeks, and (2) multiply the
24 resulting figure by the Net Settlement Amount. The Individual Settlement Payment will be reduced
25 by any required legal deductions for each Participating Class Member, provided that such legal
26 deductions will not include the employer's share of any payroll taxes, as set forth in Section 1.27
27 above. Any residual amounts of the Settlement Amount that are not distributed in full as
28 contemplated by this Agreement shall be distributed pro rata to Participating Class Members.

1 Participating Class Members will have one hundred and eighty (180) calendar days from the
2 date on which the Individual Settlement Payment check is issued, to cash or deposit the Individual
3 Settlement Payment check. If an Individual Settlement Payment check is not cashed within one
4 hundred and eighty (180) calendar days from the date of issuance, if said check represents a sum
5 that is five (5) or more times greater than the cost of sending an additional check to Participating
6 Class Members, then the uncashed Individual Settlement Payment checks will be redistributed to
7 Participating Class Members on a pro-rata basis. If the uncashed Individual Settlement Payment
8 checks represent a sum that is less than five (5) times greater than the cost of sending an additional
9 check to Participating Class Members, the Individual Settlement Payment checks will be cancelled
10 and funds associated with said cancelled check will be transmitted to the State Controller's
11 Unclaimed Property Fund in the name of the Participating Class Members, as an alternative
12 distribution for which there is good cause, under California Code of Civil Procedure Section 384(b).

13 10.3 Service Award to Plaintiff

14 Plaintiff will apply to the Court for a service award of no more than \$10,000.00 for Plaintiff
15 (the "Service Award"), to be paid out of the Settlement Amount. Defendant will not oppose such
16 an application, so long as it is consistent with the provisions of this Agreement. Any amount
17 awarded for the Service Award to Plaintiff that is less than the amount listed above will result in the
18 non-awarded funds being part of the Net Settlement Amount available for distribution to the
19 Participating Class Members. Plaintiff shall be solely and legally responsible to pay any and all
20 applicable taxes on the Service Award and shall hold harmless the Released Parties from any claim
21 or liability for taxes, penalties or interest arising as a result of the payment. Plaintiff is solely
22 responsible for providing a completed IRS W-9 form to the Settlement Administrator prior to
23 distribution. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting the
24 Service Award.

25 10.4 PAGA Payment

26 The Parties agree to allocate the amount of \$50,000.00 from the Settlement Amount
27 pursuant to PAGA as the PAGA Payment. Sixty-five percent (65%) of this amount, or \$32,500 will
28 be paid to the LWDA and thirty-five percent (35%) of this amount, or \$17,500, will be distributed

1 to PAGA Members. The portion of the PAGA Payment distributed to PAGA Members (i.e.
2 \$17,500) shall be calculated and distributed on a pro rata basis based on PAGA Members'
3 respective number of PAGA Workweeks during the PAGA Period. The Settlement Administrator
4 will (1) divide each PAGA Member's PAGA Workweeks by the total number of workweeks
5 worked by all PAGA Members during the PAGA Period, and (2) multiple the resulting figure by
6 the portion of the PAGA Payment allocated to PAGA Members (i.e. \$17,500) in order to yield each
7 PAGA Member's Individual PAGA Payment.

8 In the event that the Court finds the Parties' allocation of proceeds from the Settlement
9 Amount to PAGA to be insufficient, the Parties expressly reserve the right to amend this
10 Agreement to increase the allocated amount to a level that satisfies the Court's discretion, but
11 provided that such increase does not increase the Settlement Amount.

12 10.5 Attorneys' Fees and Litigation Costs and Expenses

13 Class Counsel shall be entitled to apply to the Court for attorneys' fees payable to Class
14 Counsel in the amount of up to 33.33% of the Settlement Amount, which is \$314,135.25
15 ("Attorneys' Fees"), and litigation costs and expenses in an amount not to exceed \$30,000.00
16 ("Litigation Costs and Expenses"). The amounts set forth above for Attorneys' Fees and Litigation
17 Costs and Expenses will cover all work performed and all fees and costs incurred by Class Counsel
18 to date, and all work to be performed and all fees to be incurred in connection with the litigation of
19 the Actions, seeking preliminary and final approval by the Court of this Settlement and Agreement,
20 the administration of the Settlement, seeking and obtaining a Preliminary Approval Order and Final
21 Approval Order, and obtaining Final Judgment. Class Counsel is solely responsible for providing
22 completed IRS W-9 forms to the Settlement Administrator prior to distribution. The Settlement
23 Administrator shall issue an IRS Form 1099 to Class Counsel reflecting the awarded Attorneys'
24 Fees and Litigation Costs and Expenses. Should Plaintiff and/or Class Counsel request a lesser
25 amount for Attorneys' Fees and/or the Court approves a lesser amount, the difference between the
26 lesser amount and \$314,135.25 will be a part of the Net Settlement Amount. Should Plaintiff
27 and/or Class Counsel request a lesser amount for its Litigation Costs and Expenses and/or the Court
28 approves a lesser amount, the difference between the lesser amount and \$30,000.00 will be added to

1 the Net Settlement Amount. Class Counsel will not be permitted to petition the Court for, or
2 accept, any additional payments from Defendant for attorneys' fees, costs, or expenses in
3 connection with the Actions. Class Counsel shall assume full responsibility and liability for the
4 payment of taxes due on such awards.

5 Defendant's payment of the Attorneys' Fees and Litigation Costs and Expenses awarded to
6 Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person,
7 attorney, or law firm for attorneys' fees, costs, or expenses in the Actions incurred by any attorney
8 on behalf of the Plaintiff, the Class Members, and the PAGA Members, and shall relieve
9 Defendant, the Settlement Administrator, and Defendant's counsel of any other claims or liability to
10 any other attorney or law firm for any attorneys' fees, costs, and expenses to which any of them
11 may claim to be entitled on behalf of Plaintiffs and/or the Class Members and PAGA Members.

12 10.6 Settlement Administrator

13 Subject to approval by the Court, the Parties agree that the fees and expenses of the
14 Settlement Administrator in relation to services rendered in administration of the Settlement of the
15 Actions shall be deducted from the Settlement Amount, not expected to exceed \$12,000
16 ("Settlement Administration Costs"), absent approval of the Court for a greater amount. If the
17 Settlement Administrator's actual costs are lower than, or the Court awards less than the total
18 amount allocated for Settlement Administration Costs, the difference in any such amounts will be a
19 part of the Net Settlement Amount.

20 The Settlement Administrator shall have the authority to mail the Class Notice; establish a
21 qualified settlement fund account and administer the Settlement Amount; and disburse funds from
22 the Settlement Amount in accordance with this Agreement. The Settlement Administrator shall
23 calculate the Individual Settlement Payments to be paid to the Participating Class Members in
24 accordance with the terms and provisions of this Agreement; calculate the Individual PAGA
25 Payments to be paid to PAGA Members in accordance with the terms and provisions of this
26 Agreement; distribute the Class Notice; determine eligibility for payment to a Class Member or
27 PAGA Member; resolve any disputes regarding the Workweeks and/or PAGA Workweeks credited
28 to each Class Member and/or PAGA Member; keep track of those Class Members requesting to be

1 excluded from the Settlement, and provide information regarding objections and Requests for
2 Exclusion to the Parties' counsel; mail the Individual Settlement Payment checks to Participating
3 Class Members and Individual PAGA Payment checks to PAGA Members; undertake require tax
4 withholdings and reporting; and perform such other tasks necessary to effectuate the terms of this
5 Agreement or as the Parties mutually agree or the Court orders the Parties to perform. The
6 Settlement Administrator shall regularly report to the Parties, in written form, the substance of the
7 work performed.

8 The Settlement Administrator will submit to the Court, in conjunction with the motion for
9 final approval, a declaration providing, among other things, the number of Class Notices it mailed
10 to the Class Members, the number of Class Notices that it re-mailed, the number of Class Notices
11 that were ultimately undeliverable, the number of Requests for Exclusion and objections that it
12 received, the number of defective Requests for Exclusion and objections that it received, the total of
13 its charges for services rendered, and the anticipated future charges contemplated in order to bring
14 the administration of the Settlement and distribution of payments to completion.

15 Any disputes relating to the Settlement Administrator's ability and need to perform its
16 duties shall be referred to the Court.

17 10.7 Time for Funding of the Settlement

18 Prior to the Effective Date of the Settlement, Defendant will not be required to fund the
19 Settlement, in whole or in part, through the Settlement Administrator or any third party. Within
20 thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement
21 Administrator with sufficient funds to make all the payments required under this Settlement.

22 10.8 Time for Distribution

23 Within 30 calendar days after receipt of the Settlement Amount from Defendant, the
24 Settlement Administrator shall make the following payments as approved by the Court:

25 (1) Individual Settlement Payments to Participating Class Members; (2) Individual PAGA
26 Payments to PAGA Members; (3) the Service Award; (4) the Attorneys' Fees; (5) the Litigation
27 Costs and Expenses; (6) the portion of the PAGA Payment to the LWDA; and (7) the Settlement
28 Administration Costs.

1 10.9 Allocation

2 All Individual Settlement Payments will be allocated as follows: 20% as wages (“wage
3 portion”) and 80% as penalties, any other non-taxable items, and interest. The wage portion of each
4 Individual Settlement Payment will be subject to W-2 reporting and, therefore, normal employee’s
5 share of payroll taxes and withholdings will be deducted pursuant to applicable state and federal
6 law. Defendant shall be responsible for paying employer-side taxes separately from the Settlement
7 Amount. Participating Class Members will be issued an IRS Form 1099 for the portion of their
8 Individual Settlement Payments that is treated as interest and penalties and any other non-taxable
9 items, and will assume full responsibility and liability for the payment of taxes due on such awards,
10 if any. All Individual PAGA Payments will be allocated as 100% penalties and interest and PAGA
11 Members will be issued an IRS Form 1099 for their Individual PAGA Payment, and will assume
12 full responsibility and liability for the payment of taxes due on such awards, if any. The Parties
13 make no representations about the tax consequences to the portion of the Individual Settlement
14 Payments representing interest and penalties.

15 **11. INTEREST**

16 The Settlement Amount includes any and all interest accruals and no additional interest shall
17 be due under any circumstances.

18 **12. TAXATION**

19 12.1 Plaintiff, Participating Class Members, and PAGA Members represent and warrant
20 that they understand that it is their sole obligation to pay appropriate federal, state, and local
21 income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable
22 income.

23 **13. COURT APPROVAL**

24 13.1 The Parties agree that no later than five (5) days after signing this Agreement,
25 Plaintiff will submit a PAGA letter to the LWDA as necessary to comport with and include all
26 claims set forth in the Release and Waiver of Claims by PAGA Members as defined herein in
27 Section 6.3. Further, no later than ten (10) days after signing this Agreement, Plaintiff will file
28 with the Court in the PAGA Action an amended complaint, which shall include all claims set

1 forth in the Release and Waiver of Claims by Participating Class Members and the Release and
2 Waiver of Claims by PAGA Members as defined herein in Sections 6.2 and 6.3, to the extent
3 they are not already included. The amended complaint shall toll all class claims and statutory
4 periods therein from the date of the original filing of the Class Action that was filed December
5 20, 2024. The Parties agree that no later than ten (10) days after the date of Court approval of
6 the Settlement, Plaintiff will file a request for voluntary dismissal under Fed.R.Civ.P. 41 via
7 stipulation in the Class Action. Pending approval of the Settlement, the Parties agree that all
8 litigation in the Class Action will remain stayed.

9 13.2 Following the Preliminary Approval Order, if Defendant does not exercise its right
10 to cancel the Settlement solely as provided for herein, a motion for final approval of the
11 Settlement will be filed by Class Counsel, which, if not separately filed by Class Counsel, will
12 include a request for Attorneys' Fees, Litigation Costs and Expenses, and Service Award as
13 provided for herein, which Defendant will not oppose. The Parties agree to take all steps as may
14 be reasonably necessary to secure final approval of the Settlement as quickly as possible, to the
15 extent not inconsistent with the terms of this Agreement, and will not take any action adverse to
16 each other in obtaining Court approval, and, if necessary, appellate approval, of the Agreement in
17 all respects.

18 13.3 If the Court does not grant preliminary approval and/or final approval of the
19 Settlement, or if the Court's Final Approval Order and Final Judgement are reversed or materially
20 modified on appeal, then this Settlement will become null and void.

21 13.4 In the event the Court declines to enter the Final Approval Order and Final
22 Judgment, this Agreement shall be null and void and any order or judgment entered by the Court
23 in furtherance of this Agreement shall be treated as void. In such a case, the Parties and any funds
24 to be awarded under this Settlement shall be returned to their respective statuses as of the date and
25 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
26 respects as if this Agreement had not been executed, except that any fees and expenses already
27 reasonably incurred by the Settlement Administrator shall be paid by Defendant.

1 **14. MISCELLANEOUS PROVISIONS**

2 14.1 No Effect on Regular Rate or Overtime Compensation. Participating Class Members
3 and PAGA Members will receive payment under the Settlement, as determined by the Settlement
4 Administrator in accordance with this Agreement. The Parties agree that this payment is not
5 viewed as additional compensation for purposes of calculating a “regular rate” of pay under
6 California or federal law for the period during which it is received, and no additional overtime
7 compensation is required as a result of such payment; further, any claim to entitlement to any
8 additional overtime compensation is expressly waived under the terms of this Agreement. No
9 person or entity shall have any claim against Defendant, Defendant’s Counsel, Plaintiff, any Class
10 Members or PAGA Members, Class Counsel, or the Settlement Administrator based upon
11 distributions and payments made in accordance with this Agreement.

12 14.2 No Effect on Employee Benefits. The Individual Settlement Payments and/or
13 Individual PAGA Payments to be paid to Plaintiff, Participating Class Members, and PAGA
14 Members, and the Service Award to be paid to Plaintiff shall be deemed not to be pensionable
15 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee
16 benefits (e.g., vacations, holiday pay, retirement plans, 401k plans, sick leave plans, PTO plans,
17 etc.) of Plaintiff, any Participating Class Members or any PAGA Members. Such payments do not
18 represent any modification of Plaintiff’s, Participating Class Members’, or PAGA Members’
19 previously credited hours of service or other eligibility criteria under any employee pension benefit
20 plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Settlement
21 Payment, Individual PAGA Payment, or Service Award shall not be considered “compensation” in
22 any year for purposes of determining eligibility for, or benefit accrual within, an employee pension
23 benefit plan or employee welfare benefit plan sponsored by Defendant.

24 14.3 Headings. The descriptive headings of any paragraphs or sections of this Agreement
25 are inserted for convenience of reference only and do not constitute a part of this Agreement.

26 14.4 Final Agreement. This Agreement constitutes the exclusive and final understanding
27 and expression of all agreements between the Parties with respect to the resolution of the Actions,
28 and supersedes all prior agreements and understandings between the Parties relating to the subject

1 matter hereof. Plaintiff, on behalf of herself and on behalf of the Class Members, PAGA Members,
2 and LWDA, and Defendant enter into this Agreement based solely upon its terms and not in
3 reliance upon any representations or promises other than those contained in this Agreement.

4 14.5 Amendment or Modification. This Agreement may be amended or modified only by
5 a written instrument signed by counsel for the Parties, or their successors, and approved by the
6 Court.

7 14.6 Counterparts/Facsimile. This Agreement may be executed in one or more actual or
8 telecopied counterparts, all of which will be considered one and the same instrument and all of
9 which will be considered duplicate originals. A signature by facsimile on this Agreement shall be as
10 legally binding as an original signature.

11 14.7 Authority. Counsel for all Parties represent and warrant they are expressly
12 authorized by the Parties whom they represent to negotiate this Agreement and to take all
13 appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to
14 effectuate its terms, and to execute any other documents required to effectuate the terms of this
15 Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
16 to effectuate the implementation of the Settlement. In the event that the Parties are unable to reach
17 agreement on the form or content of any document needed to implement the Settlement, or on any
18 supplemental provisions that may become necessary to effectuate the terms of the Settlement, the
19 Parties shall seek the assistance of the Court to resolve such disagreement. The person signing this
20 Agreement on behalf of Defendant represents and warrants that he is authorized to sign this
21 Agreement on its behalf.

22 14.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and
23 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

24 14.9 Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the
25 Actions in abeyance, except such proceedings necessary to implement and complete the Settlement,
26 pending the Final Approval Hearing to be conducted by the Court.

27 14.10 Fair, Adequate, and Reasonable Settlement. The Parties and their respective counsel
28 believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the

1 Actions and have arrived at this Agreement through arm's-length negotiations, considering all
2 relevant factors, current and potential.

3 14.11 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
4 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
5 not be construed against any of the Parties.

6 14.12 Invalidity of Any Provision. Before declaring any provision of this Agreement
7 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
8 consistent with applicable precedents so as to define all provisions of this Agreement as valid and
9 enforceable.

10 **15. Class and PAGA Period Adjustment**

11 15.1 Escalator Clause: It is estimated that from the period of December 20, 2020 to
12 September 30, 2025 there were approximately 76,650 workweeks. Should the number of
13 workweeks during the Class Period increase beyond 10% of the estimated workweeks (i.e.
14 exceeds 84,315 workweeks), Defendant, at its sole discretion, has the option of either: (1) agreeing
15 to increase the Settlement Amount on a pro rata basis according to the number of additional
16 workweeks over the 15% cap, or (2) agreeing to close the Class Period just before the date the
17 workweeks exceed 84,315.

18 15.2 Plaintiff's Waiver of Right to Be Excluded. By signing this Agreement, Plaintiff is
19 bound by the terms herein stated and further agrees not to submit a Request for Exclusion from the
20 Settlement. Any such Request for Exclusion shall therefore be void and of no force or effect.
21 Plaintiff also agrees to not disparage the Settlement to Class Members or PAGA Members or
22 encourage, in any way, Class Members to submit or not to submit a Request for Exclusion. In
23 addition, neither Plaintiff nor Class Counsel will initiate any contact with Class Members or PAGA
24 Members about the amount or terms of the Settlement.

25 15.3 Publicity. Plaintiff and Class Counsel agree that they will not issue any press
26 releases, initiate any contact with the press, respond to any press inquiry or have any
27 communication with the press about the amount or terms of the Settlement. Class Counsel may
28 respond to press inquiries by stating the matter has been resolved and refer the press to court

filings. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings on any websites maintained by Class Counsel and including but not limited to the identity of Defendant and/or any information that identifies Defendant. The settlement administrator shall not create nor maintain any website regarding this Settlement at any time. Any communication about the Settlement to Class Members prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice. Plaintiff is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) her immediate family members, and/or (2) her accountants or lawyers as necessary for tax purposes.

15.4 Defense. To the extent permitted by law, this Settlement may be plead as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted with respect to the Release and Waiver of Claims by Participating Class Members (as described in Section 6.2) or the Release and Waiver of Claims By PAGA Members (as described in Section 6.3) in breach of or contrary to the Settlement.

15.5 Final Judgment. The Parties agree that, upon final approval of the Settlement, a Final Judgment will be made and entered, resolving the Actions in their entirety.

WHEREFORE, Plaintiff, on behalf of himself and the Participating Class Members, PAGA Members, and LWDA, and Defendant, have executed this Agreement as of the dates set forth below.

11/7/2025

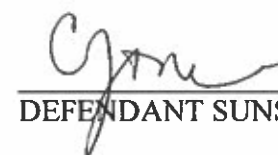
Executed on: November __, 2025

DocuSigned by:

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PLAINTIFF JOSE CHAVEZ

Executed on: November __, 2025



DEFENDANT SUNSTATE EQUIPMENT CO., LLC

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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/04/2026
Client: SUNSTATE EQA - Jose Chavez
Matter: SUNSTATE EQUIPT - Sunstate Equipment- Jose Chavez

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/23/2024	LDS	Legal Document Server - E-Filing - Complaint, Summons, Civil CAs Cover Sheet IN# 10992730	\$1,465.75		Unbilled				
02/24/2025	LDS	Legal Document Server - EFiling - Notice and Acknowledgment of Receipt IN# 11393704	\$30.75		Unbilled				
06/25/2025	LDS	Legal Document Server - EFiling - Notice IN# 12278819	\$35.75		Unbilled				
08/13/2025	EXA	Expert Analysis- IN#15726 CK#2192	\$7,920.00		Unbilled				
08/13/2025	TRN	Transcript IN#168365 CK#2189	\$1,099.25		Unbilled				
		Total:	\$10,551.50	\$0.00					
		Balance:	\$10,551.50						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$10,551.50						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 06/04/2026
Client: SUNSTATE EQA - Jose Chavez
Matter: SUNSTATE PAGA - Sunstate Equipment- PAGA - Jose Chavez

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/20/2024	FIL	LWDA submissioni fee	\$75.00		Unbilled				
02/25/2025	LDS	Legal Document Server - EFiling - Complaint, Summons, Civil Case Cover Sheet IN# 11404398	\$465.75		Unbilled				
06/02/2025	MED	Mediation Services- Ck#2010	\$5,675.00		Unbilled				
06/11/2025	LDS	Legal Document Server - EFiling - Request, Order In# 12168874	\$55.75		Unbilled				
10/27/2025	LDS	Legal Document Server - EFiling - Request, Order IN# 13172598	\$55.75		Unbilled				
11/20/2025	LDS	Legal Document Server - EFiling - Stip and Order, Proof of Service Not summons and Complaint IN# 13407329	\$55.75		Unbilled				
11/20/2025	POS	CRS to Agents re Amended LWDA filing.	\$13.54		Unbilled				
11/25/2025	LDS	Legal Document Server - EFiling - Stip and order, Proof of Service Not Summons and Complaint IN# 13435672	\$55.75		Unbilled				
12/04/2025	LDS	Legal Document Server - EFiling - Amended Complaint IN# 13488772	\$35.75		Unbilled				
12/09/2025	LDS	Legal Document Server - EFiling - Declaration, Order, Motion for Prelim Approval of Settlement iN# 13526973	\$95.75		Unbilled				
02/03/2026	LDS	Legal Document Server - EFiling - Request, Order, In# 13937334	\$55.75		Unbilled				
03/24/2026	CRT	Court Documents minute order download 03.23.26	\$6.20		Unbilled				
03/24/2026	LDS	Legal Document Server - EFiling - Notice IN# 14334459	\$35.75		Unbilled				
		Total:	\$6,681.49	\$0.00					
		Balance:	\$6,681.49						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$6,681.49						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						