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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARMANDO CORREA, an individual, on behalf of himself and on behalf of all persons similarly situated and ERIC MARTIN, an individual on behalf of the Aggrieved Employees, and as a representative of the State of California,

Plaintiffs,

v.

THE IMAGINE GROUP, LLC, a Limited Liability Company; and DOES 1 through 50 inclusive,

Defendants.

Case No.: 24STCV27564
Related to: 24NNCV06388

CLASS AND REPRESENTATIVE ACTION

AMENDED DECLARATION OF HALI M. ANDERSON IN SUPPORT OF PLAINTIFFS' UNOPPOSED AMENDED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Date: November 20, 2026
Time: 9:00 a.m.
Judge: Hon. Laura A. Seigle
Dept: 17

[Filed concurrently with the Amended Notice of Motion; the Amended Memorandum of Points and Authorities; the Declaration of Armando Correa; and [Proposed] Order]

Complaint Filed: October 21, 2024
FAC Filed: June 11, 2026
SAC Filed: November 3, 2026
Trial Date: None set

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I, Hali M. Anderson, declare as follows:

1. I am an attorney admitted and licensed to practice law in the State of California. I am a shareholder of ARCH Legal, P.C. ("ARCH Legal") in San Diego, California. ARCH Legal is counsel of record for Plaintiff Eric Martin and Plaintiff Armando Correa ("Plaintiffs") in the matter of *Armando Correa, et al. v. The Imagine Group, LLC*, Superior Court of California, County of Los Angeles, Case No. 24STCV27564 (the "Action").

2. Shareholder Vilmarie Cordero and I are the attorneys in my firm primarily handling this Action. I am thoroughly familiar with, and have personal knowledge of, the facts set forth herein, except if otherwise stated. If called as a witness, I could and would competently testify to the information set forth below.

3. I submit this amended declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Action Settlement ("Motion"), which is filed concurrently herewith.

4. A true and correct copy of the parties' fully executed Amended Class Action and PAGA Settlement Agreement ("Settlement") is attached hereto as **Exhibit 1** and is incorporated herein by reference.

5. A true and correct copy of the proposed Revised Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice") is attached as **Exhibit A** to the Settlement and is incorporated herein by reference.

6. As required by the Private Attorneys General Act of 2004 ("PAGA"), my office submitted the executed Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") on November 6, 2026. A true and correct copy of the confirmation of submission of the Amended Settlement Agreement to the LWDA is attached hereto as **Exhibit 2** and is incorporated herein by reference.

Case Background and Procedural History

7. Plaintiff Eric Martin is a former non-exempt employee who worked for Defendant from June 2018 through April 20, 2026.

8. Plaintiff worked as a senior production artist and designer for Defendant on the *Disney*

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account since July 2020, and his job duties included managing major campaigns, creating adaptive design, participation in team meetings, reviewing and responding to client communications.

9. Defendant The Imagine Group, LLC is a Delaware corporation that provides commercial printing solutions and visual communication services within various business sectors, including the entertainment industry, in California.

10. Plaintiffs contend that during the relevant time period, they and all other similarly situated non-exempt employees were subject to Defendant's uniform policies and practices that violated the California Labor Code and Industrial Welfare Commission Wage Orders. Specifically, Plaintiffs allege that Defendant: (1) failed to timely pay all minimum, regular, and/or overtime wages for all hours worked and failed to include non-discretionary compensation in the regular rate of pay when calculating overtime, meal period premiums, and rest period premiums; (2) failed to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods; (3) failed to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods; (4) failed to reimburse employees for necessary business expenses; (5) failed to timely pay all wages due and owing upon separation of employment and/or pay waiting time penalties; (6) failed to furnish accurate itemized wage statements; and (7) engaged in unfair business practices in violation of Business and Professions Code section 17200 et seq.

11. Specifically, Plaintiff Martin alleges that he and other similarly situated employees clocked in and out for work via the "UKG" software on desktop computers and in his phone. Defendant required Plaintiff Martin and the class members to download the software, "UKG," to their personal cellular phones. They would regularly need to boot up the computer prior to being permitted to clock in, which amounted to unpaid work time of approximately 5 minutes each shift. Class Members would also need to boot down the computer at the end of his shift after clocking out. Additionally, Plaintiffs claim that Defendant constantly communicated with the class members when they were off-the-clock via cell phone calls.

12. Plaintiff Martin alleges he was on-duty 100% of his meal periods, because he kept his mobile device on him and was on call. Defendant's time and pay data confirms that for shifts over six (6) hours there were multiple meal periods that were late, missed, or short. Also, a significant concern were

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the synthetic meal periods of exactly thirty (30) minutes in length.

13. Plaintiffs further allege that Defendant miscalculated the regular rate of pay for purposes of paying overtime, sick pay, and meal and rest premiums, because they failed to include into the calculation of the regular rate the additional remunerations received for non-discretionary bonuses and incentive payments.

14. Plaintiff Correa alleges he and the Class, did not consistently receive full, off-duty and compliance meal and rest periods. Specifically, Plaintiff alleges the facilities department was understaffed which made it hard to take full, off-duty compliant meal breaks. He was unable to take his meal breaks prior to the end of the 5th hour of work at least twice a week. Plaintiff's break would be interrupted by production personnel and managers who needed assistance and he would have to monitor his phone for work related issues while on his break.

15. On September 10, 2024, Plaintiff Martin satisfied the procedural requirements of California Labor Code section 2699.3 by serving notice of wage and hour violations and applicable penalties upon the California Labor and Workforce Development Agency ("LWDA") and Defendant. Following the 65-day notice period required under Labor Code section 2699.3, the LWDA did not provide notice of whether it intended to investigate the alleged violations. Accordingly, Plaintiff exhausted his administrative remedies under the PAGA.

16. On October 21, 2024, Plaintiff Martin filed a Class Action Complaint in the Los Angeles County Superior Court, Case No. 24STCV27564, asserting the following claims under the California Labor Code: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code section 17200; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code sections 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code section 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code sections 226.7 and 512 and The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code sections 226.7 and 512 and The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code section 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code section 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code sections 201-203, 233, 246.

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17. Subsequently, on December 9, 2024, Plaintiff filed a second lawsuit in Los Angeles County Superior Court against Defendant, Case No. 24NNCV06388, asserting civil penalties under the PAGA and individual discrimination and retaliation claims, as follows: (1) Civil Penalties Pursuant to Labor Code section 2699, *et seq*. for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s); (2) Discrimination and Retaliation in Violation of FEHA; and, (3) Retaliation in Violation of Labor Code section 1102.5, *et seq*.

18. The class action remained stayed until the Initial Status Conference which was held on February 7, 2025.

19. Soon thereafter the parties agreed to participate in early mediation and to exchange all the relevant data informally prior to the mediation. The mediation was set for April 15, 2025, with Steven Cerveris, Esq., an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The matter did not settle during the mediation session.

20. On June 12, 2025, Plaintiff Martin filed a substitution of attorney in the class and PAGA actions.

21. Our firm engaged in further settlement discussions with defense counsel. The parties agreed to exchange additional information and to participate on a second full-day mediation session. The second mediation was set for January 28, 2026, with Jonathan D. Andrews, Esq., an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The matter did not settle at mediation, but the parties agreed to continue the settlement discussions.

22. On February 20, 2026, and with the assistant of the mediator the Parties reached a resolution and executed a Memorandum of Understanding ("MOU"). The parties fully executed the long form Class and PAGA Action Settlement on June 2, 2026.

23. The Parties filed a First Amended Complaint ("FAC") on June 11, 2026. The FAC added the PAGA allegations from the second filed action, Case No. 24NNCV06388, to the first-filed class action complaint, Case No. 24STCV27564, for purposes of seeking approval of the Settlement.

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24. Plaintiff Martin filed an unopposed Motion seeking preliminary approval of the proposed $500,000 Class and PAGA action Settlement Agreement on June 22, 2026. This Court issued a tentative ruling granting Plaintiff Martin motion for preliminary approval, with modifications on July 28, 2026. Among others, this Court requested the settlement release be modified as to paragraph 5.2 (Class Release) and 5.3 (PAGA Release) to limit it to the facts alleged in the *operative* First Amended Complaint, which the parties do prior to the hearing.

25. On July 28, 2026, this Court requested further briefing as to why Plaintiff Martin is an adequate and typical class representative considering he also received monetary compensation for a separate individual lawsuit in which he alleged claims for discrimination and retaliation under the Fair Employment and Housing Act.

26. The parties filed supplemental declarations attesting that they have no relationship or involvement with the named cy pres recipient on August 6, 2026. The parties simultaneously submitted further briefing on the issue of Plaintiff Martin's adequacy or typicality on August 6, 2026. At the hearing, this Court requested that the Parties informed the class members of Plaintiff Martin's individual settlement amount in the Class Notice. The parties requested, as an alternative, the Court granted them additional time to find and substitute Plaintiff Martin as the Class representative, which the Court granted on August 10, 2026, and then again on August 27, 2026.

27. Soon thereafter, or on October 9, 2026, Plaintiff Armando Correa was identified as the new class representative. The Parties submitted their Joint Status Report informing this Court of the identity of the new Class Representative on October 29, 2026.

28. On October 30, 2026, the Parties filed a Stipulation to File Second Amended Complaint ("SAC") adding Armando Correa as Class Representative. The Court deemed the SAC filed on November 3, 2026. The SAC contains the exact same language and causes of action from the FAC. The only purpose of the SAC is to designate Armando Correa as the Class Representative and Plaintiff Martin as the PAGA Representative.

Discovery and Investigation

29. The Parties engaged in significant investigation and informal discovery prior to the Settlement. My firm conducted a thorough investigation into the facts and legal claims raised by this

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Action, as well as the applicable law related thereto.

30. Overall, Defendant produced voluminous documents and data. Prior to mediation, Plaintiff's counsel obtained, through informal discovery, Plaintiff's time and payroll records and wage statements for the entirety of the years he was employed with Defendant, and a significant sampling of time and corresponding pay records belonging to approximately 50% of Class Members.

31. The time and pay data contained 191 putative class members and 20,447 workweeks, extrapolated through to the date of mediation; and 131 aggrieved employees and 3,183 pay periods, extrapolated through to the date of mediation. Subsequently, the time and pay data information was updated prior to the second mediation scheduled for January 28, 2026. Defendant provided additional information including the total number of current employees, total number of former employees, total number of class members, total number of Aggrieved Employees and updated numbers of workweeks and pay periods.

32. Defendant also provided informally all relevant meal and rest break policies, overtime policies, reimbursement policies, employee handbooks, wage payment policies, and a sample of all relevant wage statements formats.

33. With the assistance of a third-party consultant, a comprehensive analysis of Defendant's time and payroll records was conducted to assess the legality of Defendant's practices and to estimate violation rates for each of Plaintiff's claims. This analysis revealed significant patterns of violations, including:

- Identification of synthetic timekeeping patterns with unusually high frequencies of shift start and end times occurring exactly on the hour or half-hour; Identification of 27,745 synthetic meal periods showing exactly 30- minutes, of the total 38,625 meal periods, or over 71% of the meal periods in the sample data analyzed (statistically impossible).
- Calculation of meal period violation rates showing that for any shifts over six hours 27.9% of the meal periods were late; 3% of the meal periods were missed, and 7.9 % were short.
- Confirmation that Defendant paid $0 in meal period premiums prior to 2021 and paid only one meal period premium in 2021;
- Confirmation that Defendant paid $0 in rest break premiums during the entire data period;

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- Confirmation that Defendant paid approximately $8,966 meal period premiums during the Class Period, but failed to pay approximately 24.6% of the meal premiums owed or a 24.6% violation rate net, after offset of the meal premiums paid;
- Confirmation that Defendant excluded nondiscretionary compensation (such as bonuses and incentives) from the regular rate calculation when computing overtime and meal period premiums;
- When Defendant began paying meal premiums, the premiums were paid at the straight hourly rate, rather than the applicable regular rate; and
- Defendant failed to reimburse necessary business expenses incurred by Class Members.

34. In preparation for mediation, my firm prepared a comprehensive mediation brief that outlined the relevant factual and legal issues, contained a detailed analysis of the time and payroll records, and presented a complete breakdown of the liability exposure for Defendant if Plaintiff was to succeed on each of the claims at trial.

35. I believe the documents and information exchanged and analyzed by the parties throughout this litigation, as well as the parties' discussions during mediation and subsequent negotiations, were sufficient for the parties to make an informed decision about a fair resolution of this Action. The production of comprehensive timekeeping and payroll data spanning several years, as well as the numerous policy documents provided Class Counsel with the information necessary to thoroughly evaluate the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, and to assess the appropriate settlement value.

Mediation

36. On April 15, 2025, the parties participated in a full-day mediation session with Steven Cerveris, Esq., an experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The case did not settle at mediation.

37. On June 12, 2025, Plaintiff Martin filed a substitution of attorney in the class and PAGA actions, and our firm engaged in further settlement discussions with Defendant.

38. The parties agreed to exchange additional information and to participate on a second full-day mediation session.

39. The second mediation was set for January 28, 2026, with Jonathan D. Andrews, Esq., an

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experienced and well-respected mediator with extensive expertise in wage and hour class action and PAGA matters. The matter did settle two days after mediation as the result of a mediator's proposal.

40. During the two mediation sessions, the parties engaged in good-faith, non-collusive negotiations wherein the parties exchanged extensive information regarding Defendant's realistic damages exposure in this matter, discussed the relative strengths and weaknesses of Plaintiff's claims, considered the risks and delays of further litigation, and contemplated the difficulty Plaintiff may have in obtaining and maintaining class certification of each claim.

41. The parties' negotiations were conducted at arm's length between highly experienced counsel, with each side vigorously advocating for their respective positions while working toward a mutually acceptable resolution.

42. On February 20, 2026, the parties memorialized their agreement in a Memorandum of Understanding executed.

43. Thereafter, the parties negotiated and finalized the terms of the long-form Class Action and PAGA Settlement Agreement, which was fully executed on June 2, 2026.

44. Mr. Andrew's role in mediating this case was extremely helpful in managing the parties' expectations and providing a useful and neutral analysis of the issues and risks to all parties. At all times, the parties' negotiations were hard-fought and conducted at arm's length between attorneys with substantial wage and hour class action experience, and the settlement is evidence of the parties' substantial efforts to reach a mutually agreeable compromise.

Evaluation of Claims for Settlement Purposes

45. I believe the $500,000 settlement provides a real and substantial benefit to the Settlement Class and PAGA Aggrieved Employees, considering the highly disputed nature of the claims, the risk of obtaining and maintaining class certification, the significant defenses available to Defendant, and the likelihood that the Court would reduce the amount of any civil penalties awarded.

46. My firm's determination of the fair value of the settlement was based on several factors, including our assessment of the law as it applied to the facts discovered, as well as Defendant's potential defenses.

47. In my experience, the amount of the proposed settlement is well within the range of

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amounts received in other wage and hour class actions of comparable size and complexity.

48. Throughout the course of this litigation, Defendant has consistently denied (a) all of the material allegations in the operative complaint; (b) that it violated any applicable laws; (c) that it is liable for damages, restitution, penalties, interest, attorneys' fees, costs, or for any other remedy sought by Plaintiff; and (d) that class certification and representative treatment are appropriate as to the claims asserted in the operative complaint. Defendant contends that at all times, the company's policies, practices, and procedures complied with California law.

49. I believe the proposed settlement reflects the parties' good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation.

50. The maximum value of Plaintiffs' claims, assuming complete and total success on every disputed point, has been calculated to be approximately $4,215,485, with an additional $1,682,750 in PAGA penalties. The calculation of damages and penalties is based on extensive discovery, comprehensive analysis of Defendant's time and payroll records, and a thorough understanding of the strengths and weaknesses of each claim.

51. In calculating Defendant's maximum potential exposure in this matter, my firm assumed that class certification would be granted in its entirety, that Plaintiffs would prevail on each and every claim at trial, that the Court would award the maximum statutory penalties, and that Plaintiffs would recover the full amount of damages and civil penalties sought.

52. This calculation also assumes that everything would go perfectly for Plaintiff at every stage of litigation. Thus, the maximum possible exposure was premised on an inflated "everything goes right" scenario for each and every claim.

Maximum Exposure Calculations

Class Calculations:

53. **Meal Period Claims**: Plaintiffs' damages estimate for the claims regarding the failure to provide lawful meal periods and/or pay premium wages totaled approximately $912,869 inclusive of interest. This calculation is based on data analysis of Defendant's time records, which revealed a 24.6 % net violation rate across all shifts over six hours recorded during the data period, and extrapolated through the mediation date. The damages calculation assumes violations for all recorded meal periods without

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accounting for Defendant's meal waivers or on-duty meal agreements.

54. **Rest Period Claims**: Plaintiffs' damages estimate for rest period violations was approximately $1,291,701, inclusive of interest. This calculation is based on Defendant's records showing $0 paid in rest break premiums during the data period and extrapolated through the mediation date. The calculation assumes violations occurred for substantially all workdays where employees worked shifts of 3.5 hours or more.

55. **Failure to Pay Premiums at the Regular Rate**: Plaintiffs estimated damages for unpaid wages due to Defendant's regular rate miscalculation at approximately $40,264 inclusive of interest. This calculation is based upon the analysis of time and pay data provided by Defendant and is extrapolated through the date of mediation. This estimate is further premised on Defendant's demonstrated failure to pay overtime wages, sick pay, and meal and rest premiums at the correct regular rate.

56. **Failure to Reimburse Business Expenses**: Plaintiffs estimated damages for unreimbursed business expenses at approximately $31,129, inclusive of interest. Plaintiff's claim for failure to reimburse necessary business expenses is based on a 100% violation rate, reflecting Defendant's failure to reimburse employees for required use of personal cell phones for work-related communications. The calculations assume a reimbursement rate of $5 per employee per month, and the total estimated damages have been extrapolated through the date of mediation.

57. **Waiting Time Statutory Penalties**: Plaintiffs' claim for waiting time penalties on behalf of former non-exempt employees who separated employment and were not paid all wages owed within the timeframes required by Labor Code sections 201 and 202 was estimated at approximately $663,867.75. This calculation is based on an estimated 71 separated employees during the statutory period, and assumes that each former employee was entitled to the maximum 30 days of waiting time penalties.

58. **Wage Statement Statutory Penalties**: Plaintiffs' estimated damages for Defendant's failure to provide accurate itemized wage statements are approximately $302,850. This calculation assumes a 100% violation rate for all pay periods during the statutory period.

59. Thus, the maximum possible damages owed to the Settlement Class claims amount to approximately $3,242,680.75, calculated as follows:

$912,869 (Class Meal Period Damages, inclusive of interest)

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+ $1,291,701 (Class Rest Period Damages, inclusive of interest)

+ $40,264 (Class Regular Rate Underpayment, inclusive of interest)

+ $31,129 (Class Unreimbursed Business Expenses)

+ $663,867.75 (Class Waiting Time Penalties)

+ $302,850 (Class Wage Statement Penalties)

= $3,242,680.75

PAGA Penalties:

60. As of the date of the initial mediation, Plaintiffs' estimate of the maximum civil penalties recoverable under PAGA was approximately $1,682,750. This calculation again assumes complete success on all claims and the "stacking" of recoverable civil penalties. The calculation was premised on an estimated 3,183 PAGA Pay Periods, worked by 131 Aggrieved Employees as of the date of the first mediation.

61. I used the following methodologies to calculate the potential civil penalties owed by Defendant for the asserted Labor Code violations under PAGA:

62. **Meal Period PAGA Penalties**: Based on Labor Code section 226.7 and applicable civil penalty provisions under section 2699(f), the maximum civil penalties for meal period violations are estimated at $38,400. This calculation multiplies the number of PAGA Pay Periods with meal period violations (384) by the applicable initial penalty rate of $100 per pay period under section 2699(f)).

63. **Rest Period PAGA Penalties**: Based on Labor Code section 226.7 and applicable civil penalty provisions under section 2699(f), the maximum civil penalties for rest period violations are estimated at $151,400. This calculation multiplies the number of PAGA Pay Periods with rest break violations (1,514) by the $100 initial penalty under section 2699(f).

64. **Regular Rate of Pay PAGA Penalties**: Based on Labor Code sections 510, 227, 1198, and applicable civil penalty provisions under section 2699(f), the maximum civil penalties for violations due to regular rate miscalculations are estimated at $59,400.00. This calculation multiplies the number of PAGA Pay Periods observed in the data where employees earned nondiscretionary compensation and worked overtime, extrapolated through the mediation date (594), by the applicable penalty rate of $100.

65. **Business Expense Reimbursement PAGA Penalties**: Based on Labor Code sections

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2802 and 2699(f), the maximum civil penalties for failure to reimburse business expenses are estimated at $318,300, assuming a 100% violation rate for all PAGA Pay Periods (3,183).

66. **Wage Statement PAGA Penalties**: Based on Labor Code sections 226 and 226.3, the maximum civil penalties for wage statement violations are estimated at $795,750. This calculation uses the section 226.3 penalty of $100 per initial violation and assumes a 100% violation rate.

67. **Waiting Time PAGA Penalties**: Based on Labor Code section 203, the maximum civil penalties are estimated at $1,200.00. This is based on an estimate of approximately 12 separate employees from the start of the PAGA Period through the date of mediation.

68. **Failure to Pay All Wages**: Based on Labor Code sections 1194 and 1197, the maximum civil penalties are estimated at $ $318,300. This calculation is based on a $100 civil penalty per initial violation and assumes a 100% violation rate.

69. Thus, the possible civil penalties owed for Defendant's Labor Code violations amounted to $1,682,750, calculated as follows:

$38,400 (Meal Period PAGA Civil Penalties)
+ $151,400 (Rest Period PAGA Civil Penalties)
+ $59,400 (Overtime Regular Rate PAGA Civil Penalties)
+ $318,300 (Failure to Reimburse PAGA Civil Penalties)
+ $795,750 (Wage Statement PAGA Civil Penalties)
+ $1,200.00 (Waiting Time Civil Penalties)
+ $318,300 (Failure to Pay all Wages PAGA Civil Penalties
= $1,682,750

70. Plaintiffs' $1,682,750 estimate of the maximum civil penalties recoverable under PAGA is derived from Defendant's alleged violations of Labor Code sections 203, 226, 226.7, 510, 512, 1174, and 1194. As with the other claims referenced above, Plaintiffs' estimate of civil penalties is based on an "everything goes right" scenario and was vulnerable to substantial devaluation through the course of continued litigation.

71. Furthermore, as with the imposition of any penalties under PAGA, there is a very real risk that the Court may further reduce Plaintiff's estimated amount under Labor Code section 2699(e)(2), and

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it was likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as "unjust, arbitrary, and oppressive, or confiscatory." *See Amaral v. Cintas Corp. No. 2* 163 Cal. App. 4th 1157, 1213 (2008).

72. Therefore, I believe the settlement for Plaintiff's PAGA claims in the amount of $25,000 is reasonable under the circumstances. This amount represents 5% of the $500,000 Maximum Settlement Amount and is within the range of PAGA penalties routinely approved by California courts.

73. The parties negotiated a good faith amount for PAGA penalties, which was not the result of self-interest at the expense of Settlement Class Members.

74. It also ensures that a larger portion of the proposed Settlement will go to Settlement Class Members, while still serving the primary law enforcement and deterrent objectives of PAGA.

75. The combined maximum exposure, calculated by adding the $3,242,681 in potential class damages to the $1,682,750 in potential PAGA penalties, totaling $4,925,431, as of the date of the first mediation. Adjusting those figures to account for the approximated 30% increase in workweeks and pay periods---the total maximum exposure, calculated by adding the $4,215,485 in potential class damages to the $2,187,575 in potential PAGA penalties, totals $6,403,060.

Litigation Risks and Defenses

76. Although Plaintiffs maintain all claims are meritorious and believes they would have prevailed had he taken the issues to trial, Plaintiffs acknowledge that Defendant possesses legitimate defenses to liability, class certification, and manageability that would significantly reduce the value of the claims.

77. **Class Certification Risk**: With approximately 219 class members, some of them working at different locations, and in various positions, Defendant could argue that individualized issues predominate over common questions, potentially defeating class certification. Defendant could contend that the experiences of class members varied significantly from position to position, pointing to variations in how policies were implemented. The risk that class certification could be denied or that the class is eventually decertified justifies a substantial discount to the maximum exposure.

78. **Regular Rate Defenses**: Defendant implemented corrective changes to its regular rate calculation methodology. Defendant could argue good faith compliance and reliance on its interpretation

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of complex regular rate rules. Defendant could further contend that certain compensation components were properly excluded from the regular rate under federal regulations or California law. While Plaintiff believes these defenses lack merit, they would likely reduce the value of the regular rate claims.

79. **Written Policy Defenses**: Defendant maintained written policies that may facially comply with California meal and rest period requirements. The handbook expressly required employees to record meal periods, prohibited working during meal periods, and instructed employees to notify supervisors if they were unable to take breaks. Defendant could argue that its facially compliant policies, combined with the lack of any documented internal complaints during the class period, demonstrate that violations were isolated rather than systemic. Defendant could further argue that the burden is on Plaintiff to prove that each employee experienced violations, and that individualized proof would be required. While the data analysis reveals strong statistical evidence of widespread violations, Defendant may present alternative explanations for the patterns identified. These defenses create risk that may reduce damages even if Plaintiff succeeds on class certification.

80. **PAGA Penalty Reduction**: I believe that given the attenuated nature of some of the claims and the fact that Plaintiff assumes maximum penalty rates for all pay periods, it is highly likely that the Court would exercise its discretion to substantially reduce the PAGA award by a large proportion.

81. **Summary Judgment and Trial Risks**: Even if class certification were granted, Defendant could move for summary judgment on some or all claims. Defendant could argue that the evidence does not support Plaintiff's allegations of systematic violations, that Defendant's policies were lawful, and that Plaintiff cannot prove violations occurred with the frequency alleged. If the case proceeded to trial, a jury could find that violations were less pervasive than alleged or that Defendant's defenses have merit. The jury could determine that not all class members experienced violations during all workweeks, substantially reducing damages.

82. **Willfulness and Good Faith Defenses**: Defendant could argue that any alleged wage statement violations or waiting time penalty violations were neither willful, knowing, nor deliberate, which could preclude or reduce statutory penalties and waiting time penalties. Defendant could point to its written policies, the complexity of wage and hour law, and the implementation of corrective measures as evidence of good faith. While Plaintiff would counter that Defendant was on notice of violations, this

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defense nonetheless creates risk. Defendant may further contend that to the extent Settlement Class Members received wage statements which were allegedly inaccurate, Settlement Class Members suffered no actual damage or harm as a result.

83. Regarding Plaintiff's claim for waiting time penalties specifically, Defendant may assert a "good faith" defense that there were not any unpaid wages owed at separation, which would preclude the imposition of waiting time penalties, or at the very least, substantially undercut the value of this claim.

84. **Appeals and Delay**: Even if Plaintiff was successful in obtaining class certification, prevailing at summary judgment, and obtaining a favorable jury verdict, Defendant would likely appeal, resulting in a delay of several years before the case could be finally resolved. The costs and expenses of continued litigation through trial, post-trial motions, and appeals would be substantial and would reduce any ultimate recovery. Additionally, the delay would deny class members relief for years.

Realistic Valuation After Discounts

85. Applying appropriate discounts for the significant risks outlined above, a more realistic valuation of Plaintiffs' claims are substantially lower than the maximum exposure. First, assuming a 50% discount for class certification risk (reflecting the real possibility that certification could be denied, the maximum exposure of $4,215,485 is reduced to approximately $2,107,743.

86. Second, assuming an additional 50% discount for likely dispositive motion practice and trial risks (reflecting the possibility that Defendant could prevail on some claims, that the jury could find violations occurred less frequently than alleged, that some defenses have merit, and that the Court could grant partial summary judgment), the realistic valuation is further reduced to approximately $1,053,871.

87. Third, assuming an additional 75% reduction for PAGA penalties specifically (reflecting the near certainty that the Court would reduce PAGA penalties as unjust, arbitrary, and oppressive, consistent with established case law), the PAGA component of $2,187,575 would be reduced to approximately $546,894, which further reduces the overall realistic valuation.

88. Fourth, factoring in the costs of continued litigation (including expert witness fees, deposition costs, trial preparation, appeals, and years of attorney time), which could easily exceed $500,000 to $1,000,000, and the delay in recovery of several additional years, the realistic net present value to class members is further reduced.

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SAN DIEGO, CALIFORNIA 92103

89. Taking all of these factors into account, a realistic assessment of the value of Plaintiff's claims, is significantly lower than the estimated maximum "everything goes right" calculation.

90. Based on all of the above, I believe a more realistic valuation is between $800,000 and $1,110,000 which still does not account for the near certainty of an appeal.

Settlement Amount is Fair and Reasonable

91. The $500,000 settlement represents approximately 7.8% of the maximum theoretical exposure, but more importantly, it represents approximately 50% of the realistic valuation after applying appropriate discounts for litigation risks and expenses. This is a reasonable and favorable result for the Settlement Class given the substantial risks outlined above.

92. The Settlement provides immediate and certain relief to approximately 219 class members without the risks, costs, and delays of further litigation.

93. While the $500,000 Maximum Settlement Amount represents a significant discount on the maximum theoretical exposure, this reduction represents a reasonable compromise considering the substantial and significant risks that Plaintiffs and Settlement Class Members faced in this litigation. Defendant has legitimate defenses to both class certification and the merits of the claims. There was a real possibility that class certification could be denied entirely, or that if granted, could be decertified on appeal or at trial. Even assuming class certification were maintained, there was substantial risk that Defendant could prevail on some or all claims at summary judgment or trial, or that the Court would reduce damages based on individualized proof showing not all violations occurred for all class members during all time periods.

94. In evaluating the proposed settlement, Plaintiffs and Class Counsel carefully considered the likelihood of obtaining and maintaining class certification through trial, the likelihood of prevailing on all claims and being awarded 100% of the damages and penalties claimed, and the risk that the Court could reverse a favorable ruling on appeal. These risks are obviated by the proposed settlement.

95. Additionally, continued litigation would be extremely expensive and time-consuming, substantially reducing and delaying any recovery by class members. In contrast, the proposed settlement guarantees that the Settlement Class will receive immediate relief and avoids the risk of an unfavorable judgment.

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SAN DIEGO, CALIFORNIA 92103

96. Based on my experience litigating wage and hour class actions and my involvement in more than numerous wage and hour class action settlements, I believe the $500,000 Maximum Settlement Amount is a fair and reasonable compromise based on the strengths and weaknesses of the claims, the avoidance of further risk, and the avoidance of the time and expense of continued litigation.

Settlement Administration and Notice Procedure

97. The parties agree that subject to the Court's approval, Apex Class Action, LLC ("Apex") will act as the Settlement Administrator in this matter. In executing the Settlement Agreement, the parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with Apex, other than a professional relationship arising out of prior experiences administering settlements.

98. My office has obtained a "not to exceed" bid from Apex. The bid represents Apex's agreement that, based on the class size and distributions under the terms of this Settlement, the costs for administration of the terms of this Settlement will not exceed a specified monetary amount, which in this case is $5,600.00. (Declaration of Sean Hartranft "Hartranft Decl." Ex. B).

99. In my experience, the bid is reasonable based on the size of the class and the work required. The scope of work includes establishing a Qualified Settlement Fund, maintaining a settlement website and toll-free number, performing National Change of Address searches, conducting skip-tracing for undeliverable mail, mailing the Class Notice via first-class USPS, calculating individual payments, providing weekly reports to counsel, preparing the Exclusion List, filing declarations, and providing a final report.

100. The Administrator's settlement website will contain information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Final Approval Order and Judgment. (SA, ¶ 7.8.1.) The Administrator will also monitor the toll-free telephone number and email address to receive Class Member calls, faxes, and emails.

101. All of the awarded Settlement Administration Expenses will be paid from the Maximum Settlement Amount. Should the Court approve less than the amount requested in Settlement Administration Expenses, the difference shall be included in the Net Settlement Amount and distributed

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to Participating Class Members.

102. The proposed Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Notice Packet") is accurate and informative. It summarizes the lawsuit, including the contentions and denials of the parties and the proceedings to date, in plain language and in an informative and coherent manner.

103. The Notice Packet also fully informs class members of the terms and conditions of the proposed settlement, of its effect on their rights, of their options (i.e., to object, opt out, and/or do nothing), and of the consequences of exercising those options. The Notice Packet also outlines the procedure and deadlines for opting out of the settlement, for submitting objections to the settlement, and how to receive an Individual Settlement Payment and Individual PAGA Payment.

104. The Notice Packet further states the amount of the proposed Class Representative Service Payment to be paid to Plaintiff; states the amount of Class Counsel's request for attorneys' fees; states the maximum amount that Class Counsel may be awarded as reimbursement for litigation costs; states the maximum amount to be paid to the Settlement Administrator; states that amount to be allocated to the PAGA penalties; states the date, time, and place of the Final Approval Hearing; and explains how class members can obtain additional information.

105. Furthermore, the Notice Packet also makes clear that the settlement does not constitute an admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the final settlement approval decision has yet to be made.

106. The proposed Notice Packet, which calls for first-class mailed notice to all class members, as well as in-depth skip tracing upon return of all undeliverable mailing, is consistent with class notices approved by state and federal courts, and under the circumstances here, is the best notice practicable and the method most likely to reach the greatest number of Settlement Class Members.

Class Counsel's View of the Settlement

107. As set forth above, while the Maximum Settlement Amount represents a significant discount on the overall exposure to Defendant, assuming Plaintiff prevails on all issues pertinent to class certification, liability on all claims, and proven damages as estimated, this compromise is extremely reasonable considering the substantial risks Plaintiff and the class face on class certification, liability,

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SAN DIEGO, CALIFORNIA 92103

damages, and manageability.

108. Absent a settlement, the parties would likely spend considerable time, effort, and money on additional discovery and depositions, including substantial meet and confer and motion work, preparing Plaintiff's motion for class certification, and preparing a motion for summary judgment. Indeed, even if Plaintiff was successful at proving all the claims at trial and recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment in Plaintiff's favor, potentially drawing out the litigation for many more years with no guarantee of recovery by Plaintiff or the class. As a result, the parties would incur considerably more attorneys' fees and costs through trial.

109. In considering the adequacy and fairness of the proposed settlement, I acknowledged the cost and delay of continued proceedings necessary to prosecute the action through trial and appeal and carefully considered the uncertain outcome and the risks associated with any litigation, particularly complex actions such as this. I am also mindful of the inherent problems of proof, and possible defenses to the claims asserted in the lawsuit. Although Plaintiff asserts that Defendant is liable to all class members for their unpaid wages, damages, and penalties, none of the claims are certain. While Plaintiff believes that the case possesses substantial merit, the litigation cannot legitimately be characterized as being one without risk or that Plaintiff would inevitably prevail fully at trial.

110. In the absence of a settlement, Plaintiffs and Class Members may not see any monetary recovery for years. Granting approval of the settlement, however, would guarantee payment of the Maximum Settlement Amount of $500,000, which would streamline the litigation process and provide prompt payment to Participating Class Members. As demonstrated herein, the payments to Participating Class Members are meaningful and provide the best resolution for this case considering the risks involved in continuing litigation, the delay, and the expenses the parties will incur, and the fact that this Court has not yet addressed the class certification, liability, and damages issues.

111. Each Participating Class Member will receive a *pro rata* portion of the settlement, such that those who worked a greater number of workweeks during the Class Period, and who presumably would have experienced more Labor Code violations, will receive a larger portion of the settlement.

112. The $500,000 Maximum Settlement Amount provides a real and substantial benefit to Plaintiff, the Class and the Aggrieved Employees, estimated in a gross amount of $19.16 per workweek—

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SAN DIEGO, CALIFORNIA 92103

calculated by dividing the Maximum Settlement Amount $500,000 by the 26,095 estimated workweeks in the Settlement.

113. I estimate the Net Settlement Amount at $282,733.33, after deducting Class Counsel's fees and litigation costs to date, administration costs, the incentive award, and the PAGA payment. If the Court approves all the estimated amounts, and all 219 settlement Class Members participate in the settlement (*i.e.,* do not submit a Request for Exclusion), the average payment would be approximately $1,291 for each Class Member.

114. Throughout this litigation, Defendant was represented by experienced counsel from Jackson Lewis, P.C., who mounted a strong defense against the claims asserted herein. Throughout this litigation, Defendant denied any liability for the claims alleged, contending that it followed all applicable law with respect to Plaintiff's and other Settlement Class Members' employment.

115. In reaching the proposed settlement, my firm carefully considered the strength of the case versus the amount offered in settlement; the risk, expense, and complexity and likely duration of further litigation and maintaining class certification through trial; the present state of the law as it applies to wage-and-hour class actions and PAGA actions; and the burdens of proof necessary to establish liability against Defendant.

116. Based on my firm's decades of experience in wage and hour class actions, I strongly support this Settlement and believe it represents the best possible outcome for the Settlement Class under the circumstances.

117. As set forth below, my firm is well qualified to evaluate the class claims and viability of defenses in this action based on our combined experience in other similar cases.

Class Representative Service Payment

118. The Settlement Agreement provides that Plaintiff Armando Correa can request, and Plaintiff does so request, a Class Representative Service Payment in the amount of $2,500, which will be in addition to his respective Individual Class Payment and Individual PAGA Payment that he is entitled to receive as a Participating Class Member and PAGA Aggrieved Employee.

119. Plaintiff Correa assisted in working on the class claims including reviewing the class action settlement agreement and related documents, reviewing declaration language, and communicating with

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Class Counsel about the status of the lawsuit.

120. Plaintiff Correa's participation was an essential element that allowed my firm to reach the proposed settlement on behalf of the Settlement Class.

121. Plaintiff Correa also assumed substantial risks by stepping forward as a class representative, including jeopardizing future employment prospects by being publicly associated with a lawsuit against a major California employer.

122. Critically, as partial consideration for the Class Representative Service Payment, Plaintiff has agreed to a broader general release of all claims against Defendant not just those alleged in the Operative Complaint and has expressly waived his rights under California Civil Code section 1542, thereby releasing even unknown claims. This expansive release was not required of any other Class Members. (SA, ¶¶ 5.1, 5.2.)

123. I believe that the requested Class Representative Service Payment of $2,500 for Plaintiff is well within the range approved in similar cases and is fair and reasonable given Plaintiff's contributions, the risks he assumed, and the broader releases he provided.

Attorneys' Fees and Costs

124. Class Counsel requests an attorneys' fee award in the amount of one-third (33 1/3%) of the Maximum Settlement Amount ($166,666.67) and reimbursement of actual litigation costs in an amount not to exceed $17,000.00.

125. Pursuant to the Settlement Agreement, Defendant will not oppose Class Counsel's request for attorneys' fees provided that the Class Counsel Fees Payment does not exceed one-third of the Gross Settlement Amount. (SA, 3.2.2.)

126. The fee and costs are warranted and reasonable because of the substantial work and effort incurred to achieve the settlement on behalf of the Settlement Class, and the real and significant monetary relief obtained. This work includes, *inter alia,* reviewing the pre-filing investigation; review of the PAGA notice to the LWDA and Defendant; research and drafting of the amended Complaint; analysis of voluminous document production; review of a the data analysis performed to identify violation patterns and calculate damages exposure; legal research on complex issues including regular rate calculation and PAGA penalties; preparation of comprehensive mediation materials; participation in full-day mediation

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SAN DIEGO, CALIFORNIA 92103

before Jonathan D. Andrews, Esq.; drafting of the Memorandum of Understanding and Settlement Agreement; preparation of Motion for Preliminary Approval; ongoing settlement administration; and anticipated work through final approval and implementation.

127. The fee request at final approval will be supported by a detailed explanation of the qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the amount of time worked on the various tasks performed on behalf of Plaintiff and the class.

128. Similarly, the costs request will be supported at the time of final approval with an explanation of the amount and nature of the costs incurred.

129. Although case law supports fee awards as high as 50 percent on common settlement funds of less than $10 million, Class Counsel's request for an attorneys' fee award of $166,666.67, representing 33 1/3% of the Maximum Settlement Amount, is both reasonable and fair in light of the time, money, and effort invested in this case to date.

130. My firm has committed and continues to commit significant financial and staffing resources to the representation of class members. This work resulted in the proposed settlement, which provides significant benefits to the class. Moreover, my firm undertook this action on a contingency basis, thereby bearing all the costs of this very complex, risky, expensive, and time-consuming litigation.

131. In making a fee request in a class action case, I always analyze the factors that a court must consider in awarding fees. I believe that such circumstances exist here to justify the requested attorneys' fees award, including: (a) the work involved in achieving an excellent result for the class and bringing the action to an efficient conclusion; and (b) the associated risks to my firm in taking a matter on a contingent basis.

132. All costs incurred were necessary for the prosecution of this action, would normally have been billed to a client paying for my firm's services on a non-contingency basis, and are reasonable for a case such as this, in which substantial discovery and investigation took place over the nearly five years since submission of the initial LWDA letter. Class Counsel's request for reimbursement of actual litigation expenses, which counsel anticipates will not exceed $17,000.00, is reasonable, and all costs were necessarily incurred in pursuit of the settlement.

133. I believe that the fees and costs requested are fair, reasonable, and necessarily incurred in

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pursuit of the settlement. I believe that the time spent working on this case by attorneys and paralegals at my firm reflect the reasonable and necessary amount of time to properly represent the interests of the class. Lastly, the requested fee percentage is within the range routinely approved by California courts in class action settlements.

Provisional Certification of the Settlement Class is Appropriate

134. For the purposes of settlement only, Plaintiff contends, and Defendant does not dispute, that provisional certification of the Settlement Class is appropriate.

135. Documents and information exchanged during the litigation reflect a class size of approximately 219 Class Members who worked approximately 29,065 Workweeks during the Class Period.

136. The Settlement Class is defined as: "All current and former non-exempt employees who worked for Defendant in California at any time between October 21, 2020 and March 31, 2026."

137. The class definition is precise, objective, and presently ascertainable, and it makes abundantly clear who is a Class Member. Class Members can be identified easily by way of Defendant's personnel records. Defendant maintains records containing relevant information about Settlement Class Members, including, but not limited to, full names, last-known mailing addresses, Social Security numbers, dates of employment during the Class Period, and workweek data. Defendant will be able to provide the Settlement Administrator with a complete list of Class Members containing their names, last-known addresses, Social Security numbers, employment dates, and workweek data. Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to approximately 50% of Class Members, Defendant's relevant policies, Plaintiff's time and payroll records and wage statements, and the total number of Class members, number of current and former employees during the Class and PAGA period, and workweeks worked during the Class Period.

138. After reviewing the documents and data produced, I believe common issues of fact and law predominate as to each of the claims alleged by Plaintiffs on behalf of Class Members, because the legality of Defendant's policies and practices are common questions applicable to all Class Members. The challenged practices arise from Defendant's centralized timekeeping and payroll systems, centralized HR and payroll processing, uniform Employee Handbook policies, and company-wide practices regarding

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SAN DIEGO, CALIFORNIA 92103

compensation calculations, meal and rest period practices, business expense reimbursement, and wage statement content.

139. The common questions of law and fact that affect the Settlement Class include among others:

a. Whether Defendant failed to provide Class Members with meal periods, and/or premium pay for missed or deficient meal periods;

b. Whether Defendant failed to provide Class Members with rest periods, and/or premium pay for missed or deficient rest periods;

c. Whether Defendant failed to pay Class Members overtime wages calculated at the correct regular rate of pay that included all nondiscretionary compensation;

d. Whether Defendant failed to reimburse Class Members for required use of personal cell phones for the Dayforce application and work communications;

e. Whether Defendant failed to provide accurate wage statements to Class Members showing hours worked, rates paid, and premiums owed; and

f. Whether Defendant failed to timely pay all wages due and owing upon separation of employment.

140. These common questions arise from Defendant's uniform policies and practices that affected all non-exempt employees in California during the Class Period

141. At all times during their employment with Defendant, Plaintiff performed the same or similar duties as other Settlement Class Members and contends that he is similarly situated with other Settlement Class Members.

142. Plaintiff was subject to the same policies and procedures during the relevant time period, which he contends were similarly applicable to all other Settlement Class Members.

143. Plaintiff alleges to have experienced the meal and rest break violations alleged on behalf of the class. Plaintiff worked under the same timekeeping systems and faced the same policies and practices regarding timekeeping and improper calculation of the regular rate. Plaintiff was subject to the same wage statement practices and the same payroll system. Plaintiff alleges that he was required to use his personal cell phone for work purposes without reimbursement.

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SAN DIEGO, CALIFORNIA 92103

144. Therefore, Plaintiff's claims are typical of the Settlement Class he seeks to represent because he was subject to the same alleged illegal policies, procedures, practices, and course of conduct as other Settlement Class Members.

145. Plaintiff has no conflict of interest with the Settlement Class and has, along with Class Counsel, worked toward a positive resolution of the Action, demonstrating his interest in prosecuting the Action and dedication to obtaining the best possible recovery for the Settlement Class.

146. The named Plaintiff's interests are fully aligned with those of the Settlement Class and are not antagonistic or in conflict with the Settlement Class Members' objectives. Plaintiff seeks the same relief sought by every other member of the Settlement Class—compensation for the alleged Labor Code violations they experienced during their employment with Defendant.

147. In addition, Plaintiff's interests are co-extensive with those of the Settlement Class and Plaintiff seeks relief identical to that sought by every other Settlement Class Member.

148. Since all Settlement Class Members need to demonstrate the same elements to recover on his claims, the interests of Settlement Class Members are sufficiently aligned with those of Plaintiff, and Plaintiff can be expected to pursue the interests of all Settlement Class Members adequately.

149. By consolidating 219 potential individual actions into a single proceeding, this Court's use of the class action device enables it to manage this litigation in a manner that promotes a better use of the time, effort, and expense for the litigants and the judicial system.

150. Absent class treatment, similarly situated employees with small, but nevertheless potentially meritorious claims for damages would, as a practical matter, have no means of redress because of the time, effort, and expense required to prosecute individual actions. Individual Settlement Class Members' claims would be too small to justify the expense and burden of individual litigation. Class treatment promotes judicial efficiency by resolving all claims in a single proceeding rather than through hundreds of individual lawsuits.

151. Accordingly, I believe class treatment is superior to other available methods for the fair and efficient adjudication of the controversy.

Class Counsel Experience and Qualifications

152. Over the past ten years, my firm has been appointed as Class Counsel and received

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SAN DIEGO, CALIFORNIA 92103

adequate and fair settlements in over seventy class action lawsuits in the district and state courts of California with claims similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel in approximately fifty wage and hour class and representative employment law cases. A list of the cases in which my firm has served as class counsel or currently serves as counsel for plaintiff in wage and hour employment actions pending throughout California is attached hereto as **Exhibit 3** and incorporated herein by reference.

153. I am a shareholder at ARCH Legal, P.C. and one of the attorneys primarily handling this Action along with Ms. Vilmarie Cordero. I have been a member of the State Bar of California since September 2008 and was also admitted to the Washington State Bar in September 2024. Throughout my entire legal career, I have exclusively practiced employment law. I have considerable experience handling wage and hour class action cases with claims similar to those asserted in this action and have successfully represented hundreds of thousands of employees in state and federal court cases throughout California.

154. I was admitted to the California State Bar in December 2008. Throughout my entire career, I have practiced employment law exclusively and worked on numerous wage and hour class actions. I have represented employees since September 2018. I currently serve as plaintiff's counsel in the following class and representative actions: *Brumbaugh v. Sunoco*, Superior Court for the County of San Joaquin (litigation ongoing); *Boucher v. Unstoppable Automotive AMV*, Superior Court for the County of Orange (litigation ongoing); *Bowens v. Trestles*, Superior Court for the County of Sacramento (litigation ongoing); *Cabbagestalk v. 29th Street Property Management*, Superior Court for the County of San Diego (litigation ongoing); *Carrillo v. DMSD Restaurants*, Superior Court for the County of San Diego (litigation ongoing); *Colis v. Sweetwater*, Superior Court of San Diego (litigation ongoing); *Cullum v. Sharp Healthcare*, Superior Court for the County of San Diego (litigation ongoing); *Dochtermann v. HI. Q*, Superior Court for the County of San Diego (litigation ongoing); *Gonzalez v. Rolling Hills*, Superior Court for the County of Los Angeles (litigation ongoing); *Gonzalez v. Community Services and Employment Training, et al.*, Superior Court for the County of Tulare (litigation ongoing); *Hernandez v. Comercia Bank, Business Information Group*, Superior Court for the County of San Diego (litigation ongoing); *Hall v. CVS Health Corporation, et al.*, United States District Court, Eastern District (litigation ongoing); *Jimenez v. Mattress and Furniture Express*, Superior Court for the County of Sacramento (litigation ongoing); *Ley v. Ace*

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SAN DIEGO, CALIFORNIA 92103

Hardware, Superior Court for the County of Sacramento (litigation ongoing); *Lopez v. Foley Family Wines*, Superior Court for the County of Sonoma (litigation ongoing); *Middleton v. Householder Group Estate and Retirement Specialist*, Superior Court for the County of Riverside (litigation ongoing); *Minor v. Essential Staffing*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Top Flight Registry*, Superior Court for the County of Sacramento (litigation ongoing); *Minor v. Twomagnets*, Superior Court for the County of Alameda (litigation ongoing); *Men v. Nichols Restaurant*, Superior Court for the County of Los Angeles (litigation ongoing); *Mabalot v. Healthsource*, Superior Court for the County of San Diego (litigation ongoing); *Mittendorff v. Bxng Club*, Superior Court for the County of San Diego (litigation ongoing); *Nesmith v. RCS Safety*, Superior Court for the County of Los Angeles (litigation ongoing); *Orosz, et al. v. Briarwood Post Acute, LLC*, Superior Court for the County of Sacramento (litigation ongoing); *Quiroz v. Prestige Gunite*, Superior Court for the County of Contra Costa (litigation ongoing); *Serna v. Arena Stuart Rentals*, Superior Court for the County of Santa Clara (litigation ongoing); *Stewart v. Quest Diagnostics*, United States District Court, Southern District of California (litigation ongoing); and *Walker v. Healthsource*, Superior Court for the County of Santa Clara (litigation ongoing).

155. In addition, I have served as class and/or representative counsel in the following cases: *Abella v. GHC of SAC-SNF LLC*, *et al*., Superior Court for the County of Sacramento; *Artibee v. Corelogic Credco*, Superior Court for the County of San Diego; *Carson v. Downtown San Diego Partnership*, Superior Court for the County of San Diego; *Bechere v. Ralphs Grocery Company*, Superior Court for the County of Alameda; *Cooper v. Thomas Cuisine Management*, Superior Court for the County of Fresno; *Dew v. Minegar Contracting, et al*., Superior Court for the County of San Diego; *Edwards v. Absolute Senior Solutions*, Superior Court for the County of Santa Clara; *Figueroa v. Indigo Sky*, Superior Court for the County of Los Angeles; *Fernandez v. Prime Healthcare Services, Inc*., Superior Court for the County of Los Angeles; *Gray v. Armstrong*, Superior Court for the County of Alameda; *Gnaedig v. Favorite Healthcare Staffing, et al*., Superior Court for the County of Los Angeles; *Headley, et al. v. Professional Maintenance Systems*, Superior Court for the County of San Diego; *Lee v. Sutter Health Foundation*, Superior Court for the County of Alameda; *Moreno v. Providence Group, Inc*., Superior Court for the County of San Diego; *Muniz v. Sutter Valley Hospitals*, Superior Court for the County of

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SAN DIEGO, CALIFORNIA 92103

Sacramento; *McGough v. Love's Travel Stop & Country Stores, Inc*., Superior Court for the County of Kern; *Rodriguez v. Camden Security*, Superior Court for the County of Alameda; *Rodriguez v. Atrium Hospitality*, Superior Court of Los Angeles; *Sanabia v. GP Development*, Superior Court for the County of Sacramento; *Saruca v. Palacek Imports, Inc*., Superior Court for the County of Contra Costa; *Trento v. US Security Associates*, Superior Court for the County of Alameda; *Taylor v. Penske Logistics*, United States District Court for the Central District; *Taylor v. Penske Logistics*, Superior Court for the County of San Bernardino; *Twombly v. Del Frisco's*, Superior Court for the County of San Diego; *Valentine v. Santa Monica Rehabilitation Center, et al*., Superior Court for the County of San Diego; and *Valentine v. Santa Monica Rehabilitation Center, et al*., United States District Court for the Central District.

156. Shareholder Vilmarie Cordero has been a Member of the American Bar Association since her admission to the Puerto Rico State Bar in January 2006. She has been a Member of the New York State Bar since April 2008, and a Member of the California State Bar since January 2010.

157. Shareholder Vilmarie Cordero received a Master of Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School of Law in May 2009. She has over 19 years of experience representing employees in employment litigation and has worked exclusively with class and representative maters since she joined ARCH Legal, P.C. in January 2009.

158. Shareholder Vilmarie Cordero has represented hundreds of employees in class and representative actions. She has successfully tried wage and hour class actions and PAGA action and received favorable judgments before California state courts. She currently serves as counsel of record in the following class and representative actions *Justin Cole v. Talia First Class Limousines,* San Diego Superior Court (litigation ongoing); *Jesse Garcia v. Norcal Pool,* Santa Clara Superior Court (litigation ongoing); *Adela Hurtado v. Giuseppe's Cucina,* San Luis Obispo County Superior Court (litigation ongoing); *Medina v. A & T Restaurant,* San Diego County Superior Court (litigation ongoing); *Luis Sedano v. Jalimex,* Santa Clara Superior Court (litigation ongoing); *Nellie Rincon v. Melin Enterprises, Inc.*, Merced County Superior Court (litigation ongoing); *Baltazar v. Ace Parking*; Superior Court for the County of San Diego (litigation ongoing); *Cervantes v. Terra Bella Nursery Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Cortes v. Option One Corporation*, Superior Court for the

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County of San Bernardino (litigation ongoing); *Eusebio, et al, v. Jiles Security*, Superior Court for the County of Riverside (litigation ongoing); *Goldman v. Bill Howe*, Superior Court for the County of San Diego (litigation ongoing); *Gomez v. RD Engineering & Construction, Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Garcia v. Norcal Pool Construction*, Superior Court for the County of Santa Clara (litigation ongoing); *Hendrickson v. Wal-Mart Associates, Inc.*, U.S. District Court for the Southern District of California (litigation ongoing); *King v. Creative Alternative for Learning & Living, Inc.*, Superior Court for the County of San Luis Obispo (litigation ongoing); *Lawson v. Executive Maintenance, Inc*., Superior Court for the County of Orange (litigation ongoing); *Maharaj v. Charter Communications*, U.S. District Court for the Southern District of California (litigation ongoing); *Marquez v. Lava DS, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Menjivar v. Deanco HealthCare, LLC*, Superior Court for the County of Los Angeles (litigation ongoing); *Phan v. NFC Amenity*, Superior Court for the County of Alameda (litigation ongoing); *Pulley v. Rayne Dealership Corporation*, Superior Court for the County of San Diego (litigation ongoing); *Richards v. Guardian*, Superior Court for the County of San Diego (litigation ongoing); *Rincon v. Melin*, Superior Court for the County of Merced (litigation ongoing); *Ruelas v. Bank of Southern California, N.A.*, Superior Court for the County of San Diego (litigation ongoing); *Soberanis v. Restaurant Acapulco*, Superior Court for the County of Orange (litigation ongoing); *Soltero v. Stericycle, Inc.*, Superior Court for the County of San Diego (litigation ongoing); *Sedano v. Jalimex*, Superior Court for the County of Santa Clara (litigation ongoing).

159. My colleagues at ARCH Legal, P.C., co-shareholders, and I have considerable experience handling wage and hour class action cases with claims similar to those asserted in this Action and have successfully represented tens of thousands of employees in state and federal court cases throughout California.

160. Based on mine and my firm's extensive experience in wage and hour class action litigation, I am qualified to evaluate the merits of the claims asserted in this Action, the viability of the defenses raised by Defendant, the risks and uncertainties inherent in continued litigation, and the fairness and adequacy of the proposed Settlement for the Settlement Class. It is my opinion that this Settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class.

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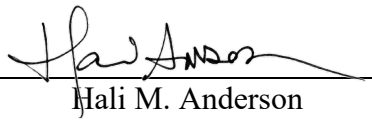
SAN DIEGO, CALIFORNIA 92103

161. In conclusion, it is my opinion that this settlement is fair, reasonable, and adequate, and in the best interest of the Settlement Class. The settlement is a good result by any measure, considering Defendant's formidable defenses, the significant risks inherent in continued litigation, and the substantial benefits provided to Settlement Class Members.

162. Counsel on both sides share the view—endorsed by an experienced class action mediator—that this is a fair and reasonable settlement.

163. In light of these considerations, and the fact that the settlement was the product of protracted, contentious, and arm's-length negotiations between highly experienced counsel with the assistance of an experienced and neutral third-party mediator, Jonathan D. Andrews, Esq., I believe that the settlement should be preliminarily approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of November 2026, in San Diego, California.



Hali M. Anderson

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

EXHIBIT 1

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AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiff Eric Martin and Armando Correa ("Plaintiffs") and Defendant The Imagine Group, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit against Defendant captioned *Eric Martin, an individual, on behalf of himself and on behalf of all persons similarly situated v. The Imagine Group LLC*, initiated by Plaintiff Martin on or about October 21, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV27564, including any amended complaints.

1.2 "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Class" means all current and former non-exempt employees who worked for Defendant in California at any time between October 21, 2020, and March 31, 2026.

1.4 "Class Counsel" means ARCH Legal, P.C.

1.5 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, subject to approval by the Court. Any Class Counsel Fees Payment will be paid out of, and not in addition to, the Maximum Settlement Amount.

1.6 "Class Data" means the Class Member identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.7 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

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

1.9 "Class Notice" means the court-approved Notice of Proposed Class Action Settlement that the Parties will submit to the Court for approval. Once approved, the Administrator will mail the Notice to all Class Members in English. The Notice

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is substantially similar to the Notice attached as Exhibit A and is incorporated by reference into this Agreement.

1.10 "Class Period" means the period from October 21, 2020, through March 31, 2026.

1.11 "Class Representative" means Plaintiff Armando Correa, who is seeking Court approval to serve as a Class Representative.

1.12 "Class Representative Service Payment" means the amount the Court awards to the Class Representative for initiating the Action and providing services in support of the Action. The Class Representative Service Payment will be reported on an IRS Form 1099.

1.13 "Complaint" means the Complaint filed by Plaintiffs on or about October 21, 2024, in the Action, and all amendments thereto.

1.14 "Court" means the Superior Court of California, County of Los Angeles.

1.15 "Defense Counsel" means Trevor R. Witt of Jackson Lewis PC.

1.16 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as follows: (a) if no Participating Class Member objects to the Settlement, the Final Approval Hearing date, provided the Court grants approval; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.17 "Final Approval Order" means the Court's order granting final approval of the Settlement and conditionally certifying the class for settlement purposes only.

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement. Plaintiffs agree to request that the Final Approval Hearing be held within one hundred and twenty (120) calendar days after the Preliminary Approval Order, subject to the Court's availability.

1.19 "Maximum Settlement Amount" means $500,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Maximum Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Settlement Administration Costs. Defendant shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

1.20 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, as described further below in Section 3.

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1.21 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the Net PAGA Settlement calculated according to the number of PAGA Pay Periods worked during the PAGA Period as described further below in Section 3.

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

1.23 "LWDA" means the California Labor and Workforce Development Agency.

1.24 "LWDA PAGA Payment" means 65% of the Net PAGA Settlement paid to the LWDA under Labor Code section 2699, subd. (i).

1.25 "Net PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount ($25,000.00), allocated 35% to the PAGA Members ($8,750.00) and 65% to the LWDA ($16,250.00) in settlement of the PAGA claims.

1.26 "Net Settlement Amount" means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Net PAGA Settlement Amount, and the Settlement Administration Costs. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

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

1.28 "PAGA Member" means all current and former non-exempt employees of Defendant who worked for Defendant in California during the PAGA Period.

1.29 "PAGA Pay Period" means any bi-weekly pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.30 "PAGA Period" means the period from October 5, 2023, through March 31, 2026.

1.31 "PAGA" means the California Private Attorneys General Act (California Labor Code §§ 2698 *et seq.*).

1.32 "PAGA Notice" means Plaintiff Martin's letter sent to Defendant and the LWDA on or about September 10, 2024 providing notice pursuant to California Labor Code section 2699.3, subd. (a).

1.33 "PAGA Representative" means Plaintiff Eric Martin.

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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1.35 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.36 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.37 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.38 "Released Parties" means Defendant The Imagine Group, LLC, and its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, Defendant's counsel of record, and any other individual or entity acting on their behalf.

1.39 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member and timely mailed to the Administrator.

1.40 "Response Deadline" means thirty (30) days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline, which has expired, to mail a Request for Exclusion or Objection to the Administrator.

1.41 "Settlement Administration Costs" means the total amount payable to the Administrator for all work performed to administer this Settlement, including, but not limited to: the cost of providing Notice of the proposed Settlement to the Class and the cost of administering the Settlement and any settlement fund created under this Agreement. The Settlement Administration Costs are estimated not to exceed $5,600 and will be payable from, and not in addition to, the Maximum Settlement Amount.

1.42 "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1 On or about September 10, 2024, Plaintiff Martin submitted the PAGA Notice to the LWDA asserting various allegations under PAGA and providing notice of intent to file a representative action on behalf of the LWDA and other allegedly aggrieved non-exempt California employees of Defendant.

2.2 On or about October 21, 2024, Plaintiff Martin filed suit in Los Angeles County Superior Court against Defendant, asserting the following claims under the

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California Labor Code: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246.

2.3 Subsequently, on December 9, 2024, Plaintiffs filed a second lawsuit in Los Angeles County Superior Court against Defendant, Case No. 24NNCV06388, asserting the following claims: (1) Civil Penalties Pursuant to Labor Code §2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)- (B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s); (2) Discrimination and Retaliation in Violation of FEHA; and, (3) Retaliation in Violation of Labor Code § 1102.5, et seq.

2.4 As part of the settlement reached in this case, the Parties agreed to stipulate to amend the Complaint in the Action to add the PAGA claim from Case No. 24NNCV06388 and to dismiss the PAGA claim from that case.

2.5 Defendant denies the allegations in the PAGA Notice and Complaints in both actions, denies any failure to comply with the laws identified in the PAGA Notice, Complaints in both actions, and denies any and all liability for the causes of action alleged.

2.6 After Defendant's receipt of the Complaints and PAGA Notice, the Parties, through counsel, engaged in informal discovery and negotiations and elected to participate in an early mediation to avoid the costs and time of contested litigation.

2.7 The Parties, through counsel, attended a mediation facilitated by mediator Jonathan D. Andrews, Esq., on January 26, 2026.

2.8 The Parties, through counsel and with the assistance of the mediator, engaged in continued settlement discussions, and accepted a Mediator's Proposal made by the mediator on or about January 28, 2026, which was accepted by all Parties on or about January 30, 2026.

2.9 Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and corresponding pay records belonging to approximately 50% of Class Members, relevant Defendant policies, Plaintiffs' time and payroll records and wage

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statements, and the total number of Class Periods Employees and workweeks worked during the Class Period.

2.10 The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1 Maximum Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay, or cause to be paid, $500,000.00, and no more as the Maximum Settlement Amount, and to separately pay, or cause to be paid, any employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff Armando Correa: A Class Representative Service Payment to the Class Representative of not more than $2,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff Correa's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $166,666.67(representing one-third of the Maximum Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $17,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a

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motion for Class Counsel Fees Payment and Class Litigation Expenses Payment by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fees Payment and Class Counsel Expenses Payment.

3.2.3 To the Administrator: A payment for Settlement Administration Costs not to exceed $5,600 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less, or the Court approves payment of less than $5,600, the Administrator will retain the remainder in the Net Settlement Amount.

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

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

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

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3.2.6 For the Net PAGA Settlement Amount: to the LWDA and PAGA Members in the amount of $25,000.00 to be paid from the Maximum Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 35% share of Net PAGA Settlement Amount ($8,750.00) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves the Net PAGA Settlement Amount for less than the amount requested, the Administrator will allocate the remainder to the Net PAGA Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, Defendant estimates that the Class Members collectively worked a total of 26,095 Workweeks during the Class Period, as of the date of Mediation.

4.2 Class Data. No later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Maximum Settlement Amount. The Administrator will provide Defendant with wire transfer information within three (3) business days after the Effective Date. Defendant shall fund, or cause to be funded, the Maximum Settlement Amount by transmitting funds to the Administrator no later than seven (7) business days after the Effective Date.

4.4 Payments from the Maximum Settlement Amount. Within seven (7) calendar days after Defendant funds the Maximum Settlement Amount, the Administrator will

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mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and will retain its Settlement Administration Costs payment

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

4.4.2 Each settlement check mailed to a Participating Class Member shall contain, on the back of the check, a limited endorsement stating that by cashing the check, the individual joins the Fair Labor Standards Act claims in the case and agrees to be bound by the Settlement and release of claims in the case.

4.4.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.4 For any Class Member whose Individual Class Payment check or any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall distribute the funds represented by such checks equally to California CASA and Legal Aid at Work, subject to Court approval, as a *cy pres* award under California Code of Civil Procedure Section 384, subdivision (b).

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4.4.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the dates specified below, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiffs. Upon entry of the Final Approval Order approving the Settlement, Plaintiff and each of his successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort, or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions, or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against the Released Parties. Notwithstanding the foregoing, this release expressly does not apply to, and shall not be construed to release, waive, or impair any individual claims asserted in Superior Court of the State of California, County of Los Angeles, Case No. 24NNCV06388, which are subject to a separate resolution and are excluded from the scope of this Settlement. Further, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

In addition, Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Plaintiffs agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

5.2 Release by Participating Class Members. Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiffs and all Participating Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives release

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and forever discharge the Released Parties from any and all claims alleged in the Complaints filed in both Actions and all claims that reasonably could have been alleged based on the facts and allegations, including wage and hour violations, asserted in the First Amended Complaint, including any and all claims alleging: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246.; and/or failure to comply with all related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and Business and Professions Code, including any claims for wages, penalties, interest, attorneys' fees, declaratory or injunctive relief, and restitution. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Release by PAGA Members. Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff Martin and all PAGA Members shall on behalf of themselves and behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA during the PAGA Period, based on or arising out of the allegations in the PAGA Notice and the First Amended Complaint including, but not limited to: Civil Penalties Pursuant to Labor Code §2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)- (B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s).

6. **MOTION FOR PRELIMINARY APPROVAL**. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) days after the full execution of this Settlement Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

6.1 Plaintiffs' Responsibilities. At least five (5) court days prior to filing, Plaintiffs will endeavor to prepare and deliver to Defense Counsel all documents necessary for

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obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a), the First Amended Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) the draft First Amended Complaint.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any change to this Agreement (other than a material change), Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

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7.4 Notice to Class Members.

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

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after entry of the Preliminary Approval Order, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially similar to the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the thirty (30) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.

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

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7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address, and telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

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

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

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

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid

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Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member and/or PAGA Member shall have thirty (30) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members and/or PAGA Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or PAGA Member in the Class Notice. To dispute the number of Workweeks and/or PAGA Pay Periods with which they have been credited, a Class Member and/or PAGA Member must timely submit a challenge to the Administrator by the response deadline. The challenge may be submitted by U.S. Mail or other delivery service. The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service, the date the challenge is sent, as evidenced by the postmark or other delivery service date stamp. Class Members and/or PAGA Members who timely submit challenges may produce evidence to the Administrator showing that the Workweek and/or Pay Period information is inaccurate. The Administrator will decide the dispute. Defendant's records will be presumed correct, but the Administrator will evaluate the evidence submitted by the Class Member and/or PAGA Member and will make the final decision as to the merits of the dispute. The Administrator may ask Defendant to produce additional information regarding the dispute for the purpose of resolving the dispute. Defendant will provide such information in its possession within seven (7) business days of the Administrator's request. It is understood and agreed that any decision by the Administrator will not operate to increase the Maximum Settlement Amount, nor the amounts Defendant is required to pay. The Administrator's decision of each Class or PAGA Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than thirty (30) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

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

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

7.8.3 Workweek and/or Pay Period Challenges. The Administrator will decide any Workweek and/or Pay Period challenges. Defendant's records will be presumed correct, but the Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. The Administrator may ask Defendant to produce additional information regarding the Class Member and/or PAGA Member disputing their credited Workweeks and/or Pay Periods for the purpose of resolving the dispute. Defendant will provide such information in its possession within seven (7) business days of the Administrator's request. It is understood and agreed that any decision by the Administrator will not operate to increase the Maximum Settlement Amount, nor the amounts Defendant is required to pay. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than fifteen (15) days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due

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diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **ESCALATOR CLAUSE.** The Settlement Amount is based on the Parties' estimate that there are 26,095 Workweeks worked by Class Members during the Class Period as of March 31, 2026. If the total number of Workweeks worked by Class Members during the Class Period exceeds 28,704.50 (which is 10% more than the estimated Workweeks as of March 31, 2026), then, at Defendant's option, either: (a) either the Maximum Settlement Amount shall be increased proportionally by the workweeks worked in excess of 28,704.50 multiplied by the Workweek Value; or (b) the Class Period and PAGA Period shall end on the date the number of Workweeks equals 28,704.50.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If more than five percent (5%) of the Class Members timely and validly request exclusion from the Settlement, Defendant shall have the sole and absolute discretion to rescind the Settlement in its entirety by providing written notice to Class Counsel and the Settlement Administrator within seven (7) calendar days after the Settlement Administrator provides the final Opt-Out list to the Parties. In the event Defendant elects to rescind the Settlement pursuant to this provision, the Settlement shall be null and void, the Parties shall be restored to their respective positions as of the date of execution of the Settlement Agreement, and neither the Settlement nor any of its terms shall be admissible in any proceeding. However, Defendant will be responsible for any settlement administration costs incurred as of the date of withdrawal.

10. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the scheduled Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement portion of the Settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs will endeavor to provide drafts of these documents to Defense Counsel no later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense

Docusign Envelope ID: FC2086BD-8F95-815E-8347-735D1F487B6E

Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement, except that Plaintiffs and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiffs or the Class to avoid the Settlement. Defendant's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

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

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11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the PAGA Notice, the Complaint or First Amended Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this settlement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither the Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or received in evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary for the consummation of the agreement.

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

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be

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construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 No Assistance with Litigation. Plaintiffs agree to refrain from encouraging, supporting, assisting, or cooperating with any other potential or actual litigation or claim against Defendant, unless required to do so by legal process.

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

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

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

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

11.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

11.15 Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

To Plaintiffs and the Settlement Class:

Hali M. Anderson, Esq.
Vilmarie Cordero, Esq.
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
P: 619.692.0800
Email: handerson@archlegal.com
Email: vcordero@archlegal.com

Docusign Envelope ID: FC2086BD-8F95-815E-8347-735D1F487B6E

To Defendant:

Ellen E. Cohen (SBN 258131)
Ellen.Cohen@jacksonlewis.com
Trevor R. Witt
Trevor.witt@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017

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

11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: November 2, 2026

DocuSigned by:
Eric Lee Martin
84C51BEE272448D...
Plaintiff Eric Lee Martin

Dated: November 2, 2026

Signed by:
8A39A5799AA349B...
Plaintiff Armando Correa

Dated: November 4th, 2026

Tim Bettenga
Tim Bettenga (Nov 4, 2026 17:22:59 CST)
Defendant The Imagine Group, LLC
By: Tim Bettenga, Chief Administrative Officer on behalf of The Imagine Group

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Approved As to Form:
Dated: November 2, 2026

ARCH LEGAL, P.C.

Hali Anderson
Vilmarie Cordero
Attorneys for Plaintiff Eric Martin on behalf of himself and all others similarly situated

Dated: November 4, 2026

JACKSON LEWIS, PC

Ellen E. Cohen
Trevor R. Witt
Attorneys for Defendant The Imagine Group

Docusign Envelope ID: FC2086BD-8F95-815E-8347-735D1F487B6E

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Eric Martin and Armand Correa, individuals, on behalf of themselves and on behalf of all persons similarly situated v. The Imagine Group LLC, Case No. 24STCV27564

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

You may be eligible to receive money from a negotiated settlement (the "Settlement") in connection with a disputed class and representative action lawsuit filed against Defendant The Imagine Group, LLC ("Defendant") for alleged wage and hour violations (*Eric Martin and Armando Correa, individuals, on behalf of themselves and on behalf of all persons similarly situated v. The Imagine Group LLC*, Case No. 24STCV27564) (the "Action"). Former employee of Defendant, Eric Martin ("Plaintiff Martin") filed the Action, and the Complaint was later amended to add former employee Armando Correa as a plaintiff (collectively, "Plaintiffs"). The Action (1) seeks damages for a class of all current and former non-exempt employees who worked for Defendant in California at any time between October 21, 2020, and March 31, 2026 ("Class Members"), with Armando Correa serving as the class representative ("Class Representative"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees of Defendant who worked for Defendant in California during the at any time between September October 5, 2023, through March 31, 2026 ("PAGA Period") ("PAGA Members"), with Eric Martin serving as the representative for the aggrieved employees ("PAGA Representative").

The proposed Settlement has two main parts: (1) a Class Settlement whereby Class Members may be eligible to receive Individual Class Payments, and (2) a PAGA Settlement, whereby PAGA Members may be eligible to receive Individual PAGA Payments, and the California Labor and Workforce Development Agency ("LWDA") will receive a payment.

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

The above estimates are based on Defendant's records showing that **you worked __ Workweeks** (as defined below) during the Class Period, and **you worked_____ Pay Periods** (as defined below) during the PAGA Period. If you believe that you worked more Workweeks or Pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to the Class Representative and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims as described in section 9.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion via mail. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Released Class Claims (defined below).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Class Representative who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Class Representative if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with the calculation of Class Workweeks and/or Pay Periods, you must challenge it by___. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant's alleged: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages In Violation

Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: ARCH Legal, P.C ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

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

1. Defendant Will Pay $500,000 as the Maximum Settlement Amount (Maximum Settlement). Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Maximum Settlement after the Effective Date as defined in the Settlement submitted to the Court.

2. Court Approved Deductions from Maximum Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Maximum Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $166,666.67 (one third of the Maximum Settlement) to Class Counsel for attorneys' fees and up to $17,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $2,500 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies the Class Representative will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $5,600 to the Administrator for services administering the Settlement.

    D. Up to $25,000 for the Net PAGA Settlement, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Maximum Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

expires (the void date), which is 180 days from payment. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be donated to and spit equally between California CASA and Legal Aid at Work, subject to Court approval, as a *cy pres* award under California Code of Civil Procedure Section 384, subdivision (b).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than_____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but may preserve any rights to personally pursue wage and hour claims against Defendant.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, assist with resolving Class Member challenges over Workweeks and Pay Periods, make the final decision regarding challenges over Workweeks and/or Pay Periods, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. As described below, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement after Final Approval Order and Judgment. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement. Except as set forth in Paragraph 10 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination,

violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

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

> Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all Participating Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties from any and all claims alleged in the Complaint and/or First Amended Complaint and all claims that reasonably could have been alleged based on the facts and allegations, including wage and hour violations asserted in the First Amended Complaint, including any and all claims alleging: (1) Unfair Competition In Violation of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 And The Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802 and; (8) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246; and/or failure to comply with all related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and Business and Professions Code, including any claim for wages, penalties, interest, attorneys' fees, declaratory or injunctive relief, and restitution.

10. PAGA Members' PAGA Release. As described below, all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement after the Final Approval Order and Judgment. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The PAGA Members will be bound by the following release:

    > Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all PAGA Members shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA during the PAGA Period, based on or arising out of the allegations in the PAGA Notice and/or the First Amended Complaint including, but not limited to: Civil Penalties Pursuant to Labor Code

§2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s).

11. Plaintiff's Separate Individual Lawsuit and Confidential Settlement: Plaintiff Eric Martin also filed a separate lawsuit against Defendant in Los Angeles County Superior Court, Case No. 24NNCV06388. That separate lawsuit included individual discrimination and retaliation claims personal to Plaintiff Martin. Those individual claims are separate from the wage-and-hour class and PAGA claims resolved by this Settlement. The separate individual settlement was negotiated separately, does not reduce the Maximum Settlement Amount, does not affect any Individual Class Payment or Individual PAGA Payment, and does not expand or alter the release of claims by Class Members or PAGA Members. Plaintiff Martin is not seeking a service award for his service as a former class or current PAGA representative in this case.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $8,750.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until____to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. If applicable, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Eric Martin and Armando Correa,individuals, on behalf of themselves and on behalf of all persons similarly situated v. The Imagine Group LLC*, Case No. 24STCV27564, and include your identifying information (full name, address, email address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by mail by____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) days before the_____Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff Correa is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____(url)_____or the Court's website_____(url)_____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payment may wish to object, for example, that the proposed Settlement is unfair, or

that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections by mail to the Administrator is_____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Eric Martin and Armando Correa, individuals, on behalf of themselves and on behalf of all persons similarly situated v. The Imagine Group LLC*, Case No. 24STCV27564, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on_____at __(time) in Department 17 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Maximum Settlement will be paid to Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website_____beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to____(specify entity)_____'s website at _____(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 24STCV27564. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

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Settlement Administrator:

Apex Class Action LLC

Email Address: claims@apexclassaction.com
Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone: (800) 355-0700
Fax Number: (949) 878-3536

6. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

7. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

EXHIBIT 3

Appointed as Class Counsel[1] for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions,* settled for $3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.,* settled for $800.000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.,* settled for $3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.,* settled for $60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded $141,659.07 in fees.
- *Madera v. Universal Alloy Corporation,* settled for $4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.,* settled for $972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.,* settled for $3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.,* settled for $950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for $5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.,* settled for $1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance,* settled for $225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.,* settled for $10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

[1] List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.,* settled for $490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.,* settled for $2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation,* settled for $5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation,* settled for $1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.,* settled for $10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.,* settled for $14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.,* settled for $2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company,* settled for $4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions,* settled for $750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.,* settled for $600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC,* settled for $1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.,* settled for $1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support,* settled for $525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.,* settled for $124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.,* settled for $245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation,* settled for $995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.,* settled for $883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence,* settled for $1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates,* settled for $6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport,* settled for $233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for $150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.,* settled for $1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.,* settled for $1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for $4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.,* settled for $3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for $350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company,* settled for $1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for $400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.,* settled for $950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.,* settled for $2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.,* settled for $625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.,* settled for $145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.,* settled for $1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.,* settled for $1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.,* settled for $900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.,* settled for $225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.,* settled for $950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.,* settled for $1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for $114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for $9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited,* settled for $2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.,* settled for $1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation,* was settled for $1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.,* settled for $13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance* Services*, LLC*, settled for $2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for $1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC,* settled for $2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP,* settled for $1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations,* settled for $3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services,* settled for $582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica,* settled for $2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.,* settled for $2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.,* settled for $3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC,* settled for $200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy,* settled for $1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.,* settled for $6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.,* was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.,* settled for $751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.,* settled for $225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases,* settled for $6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.,* settled for $1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.,* settled for $1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California,* settled for $1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.,* settled for $1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.,* settled for $1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.,* settled for $600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products,* settled for $2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.,* settled for $575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.,* settled for $447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomo v. Castelli's Ristorante,* settled for $225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.,* settled for $2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.,* (Representative Action), settled for $650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.,* settled for $629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vega v. Fondomonte California, LLC*, settled for $775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.,* settled for $3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC,* settled for $1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC,* settled for $2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC,* settled for $650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals,* settled for $14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC,* settled for $130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.,* settled for $530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies,* settled for $650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash,* settled for $237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa,* settled for $10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.,* settled for $373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.,* settled for $900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.,* settled for $1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for $40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for $350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.,* settled for $1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.,* settled for $585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.,* settled for $1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for $235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.

- *Andrew v. Coronado Brewing Company, INC.,* settled for $650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.,* settled for $1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea,* settled for $1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC,* settled for $694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.,* settled for $1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for $650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for $750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for $200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC,* settled for $950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.,* settled for $1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe,* settled for $200,000.00 on behalf of 99 aggrieved employes, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for $63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.,* settled for $1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health,* settled for $6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.,* settled for $2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.

- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel,* settled for $515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC,* settled for $450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.,* settled for $150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.,* settled for $525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co.* (Representative Action), settled for $875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.,* settled for $800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.,* settled for $450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.,* settled for $720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.,* settled for $2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.,* settled for $494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for $822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.,* settled for $2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gomez v. RD Engineering & Construction, Inc.*, settled for $650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.
- *Gonzalez v. Coronado Yacht Club,* settled for $330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for $3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.

- *Huerta v. Venture Petroleum Company, Inc.*, settled for $300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals,* settled for $1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for $895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for $1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.,* settled for $1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.,* settled for %525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.,* settled for $55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates,* settled for $750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for $540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.,* settled for $188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC,* settled for $5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc.* (Representative Action), settled for $50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.,* settled for $500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.,* settled for $450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.

- *Moreno v. Providence Group, Inc.,* settled for $775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC,* settled for $450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP,* settled for $1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for $340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for $150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.,* settled for $4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.,* settled for $750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.,* settled $325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.,* settled for $475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation,* settled for $300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.,* settled for $150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for $950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.,* settled for $590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez,* settled for $2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.,* settled for $1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.

- *Zamorano v. Piperin Corporation,* settled for $121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.,* settled for $6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for $210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for $1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.,* settled for $3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for $205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories,* settled for $600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases),* settled for $2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.,* settled for $4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for $235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.

- *Edwards v. Absolute Senior Solutions, et al.,* settled for $244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.,* settled for $750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.,* settled for $1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company,* settled for $4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for $7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.,* settled for $275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.,* settled for $275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.,* settled for $2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods,* settled for $375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness,* settled for $325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.,* settled for $4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.,* settled for $150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation,* settled for $400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc*., settled for $547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.,* settled for $800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.,* settled for $800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.