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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

ROBERT BERRY, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

WILDFIRE DEFENSE SYSTEMS, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **VCU315054**

DECLARATION OF KYLE R. NORDREHAUG IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT, ATTORNEYS' FEES, COSTS AND SERVICE AWARD

Hearing Date: October 29, 2026
Hearing Time: 8:30 a.m.
[*Hearing scheduled by Order dated March 16, 2026*]

Judge: Hon. David C. Mathias
Dept.: 1

Date Action Filed: November 13, 2024
Trial Date: Not set

I, KYLE R. NORDREHAUG, declare as follows:

1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel of record for Plaintiff Robert Berry ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This declaration is being submitted in support to the Plaintiff's motion for final approval of the class settlement, including attorneys' fees, costs and service award

2. Over the course of the litigation, a number of attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the areas of employment class actions, unfair business practices and other complex litigation. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. Class Counsel has litigated similar overtime cases against other employers on behalf of employees, including cases against Permanente Medical, Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class Counsel have been approved as experienced class counsel during contested motions in state and federal courts throughout California. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendants and their capable and experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

3. Summary of the Proposed Settlement.

(a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

"Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Wildfire Defense Systems, Inc.("Defendant") reached a full and final settlement of the As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant Wildfire Defense Systems, Inc. ("Defendant") is Five Hundred Twenty-Seven Thousand Five Hundred Fifty-Seven Dollars and Seventy-Six Cents ($527,557.76), as a result of the Escalator increase of $27,557.76 to the original amount of $500,000 (Agreement at ¶¶ 1.22, 3.1 and 9.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment, which is to be allocated 35% to the Aggrieved Employees and 65% to the LWDA. (Agreement at ¶ 1.22.)

(b) The Gross Settlement Amount does not include Defendant's share of employer-side payroll taxes which will be paid separately and not out of the Gross Settlement Amount. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall not revert to Defendant. (Agreement at ¶ 3.1.

(c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made within 14 days after the Defendant funds the settlement. (Agreement at ¶ 5.1.)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be 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. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records,

however, Class Members will have the right to challenge the number of Workweeks.

(e) Class Members were sent the Court approved Class Notice using the procedure approved by the Court by mailing the notice packets after updating class members' addresses using the National Change of Address database and, for any notice packets returned as undeliverable. See Declaration pf Missy Carey ("Carey Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Carey Decl. ¶ 7, Exh. A. No Class Member objected and no Class Members submitted a request for exclusion. Carey Decl. ¶ 11-12. Therefore, the all Class Members (100%) are deemed Participating Class Members who are bound by the Settlement and will be entitled to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

(f) A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties designate Legal Aid at Work as the Cy Pres Recipient. (Agreement at ¶ 5.4.)

(g) Apex Class Action Administration was appointed by the Court as the Administrator for the Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration in an amount not to exceed $8,990. (Agreement at ¶ 3.2(c).) As set forth in the Carey Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $8,990.

(h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed $22,000. (Agreement at ¶ 3.2(b).) Subject to

Court approval, the Agreement provides for a payment of no more than $15,000 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary support, including lodestar.

(i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are $20,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 65% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 35% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at $527,557.76 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated March 16, 2026 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement. The reaction of the Class unequivocally supports approval of the Settlement. On April 24, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with

the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Declaration of Missy Carey ("Carey Decl.") ¶ 7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and no requests to opt-out. Carey Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See* Carey Decl. at ¶¶ 13-15

5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were not timely paid earned wages, were not provided reimbursement for required expenses, were not provided accurate itemized wage statements, were not pay all sick wages and the correct rate of pay, and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

6. Procedural History of the Litigation

(a) On August 21, 2024, Plaintiff filed with the LWDA and served on Defendant a otice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 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 11070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).

(b) On November 13, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Tulare ("Class Action"). This Class

Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; and, (8) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On November 13, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of California, County of Tulare ("PAGA Action").

(c) On October 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint seeking to add Plaintiff's PAGA claims in alleged in the PAGA Action in this Action. The First Amended Class and Representative Action Complaint in this Action is the operative complaint (the "Operative Complaint").

(d) Over the course of litigation, the Parties engaged in the investigation of the claims, including informal discovery and the production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data and time punch data for the Class covering 100 employees, 11,101 shifts and 2,476 workweeks; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

(e) Class Counsel has extensive experience in litigating wage and hour class and representative actions in California. The Parties have vigorously litigated the Action since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have engaged in significant research and investigation in connection with the Action. Class

Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

(f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On May 15, 2025, the Parties participated in an all-day mediation presided over by Loui Marlin, a respected and experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

(g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than settlement, the Action are appropriate for class and/or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends that the Action are appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendant has stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

(h) Class Counsel has conducted an investigation into the facts of the class action. Informal discovery was obtained, which included the production of relevant documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient

information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

7. History of Settlement Discussions

(a) This settlement is the result of extensive and hard-fought litigation as well as negotiations before an experienced and well-respected mediator. Defendant has expressly denied and continues to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who has previously litigated similar claims against other employers.

(b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation for the mediation, Defendant provided Plaintiff and Class Counsel with payroll and employment data and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon a mediator's proposal.

(c) From July 2025 to January 2026, the settlement agreement and exhibits thereto were drafted, negotiated and executed. On March 16, 2026, the Court issued its Order granting preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

(d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In my judgment as experienced Class Counsel, this Settlement should be finally approved.

8. The outcome of this case would have been uncertain and fraught with risks.

(a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded and compensation for that time was correctly compensated. Defendant contends there was no miscalculation of the regular rate. Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that its payment of meal premiums is evidence of its lawful practices and good faith. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on their facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

(b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to certify a class and maintain that certification through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has

been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

(c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take at least another two or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

(d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. Based upon 374 Class Members who worked an estimated 10,850 work weeks, the Gross Settlement Amount provides an average value of $1,410 per Class Member and $48.62 per workweek and after deductions the Net Settlement Amount provides an average recovery of $763.94 per Class Member and a recovery of $26.33 per workweek. Nordrehaug Decl. at ¶8(d).

The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be $417,839 for the alleged unpaid

wages for off-the-clock work at 1 hour per week, $24,904 for the alleged underpaid overtime due to the miscalculation of the regular rate, $6,364 for the alleged unpaid meal break premiums and sick pay due to the miscalculation of the regular rate, $105,652 for alleged missed meal period damages based upon a 13.1% violation rate observed in the time records and after deduction of meal premiums already paid by Defendants, $146,385 for alleged rest period damages based upon the same 13.1% violation rate observed in the meal period records, $13,700 for alleged unreimbursed cell-phone expenses at $5 per month. As a result, the total damage valuation was calculated such that Defendant was subject to a maximum damage claim in the amount of $714,844. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of $1,558,724, and potential maximum wage statement penalties were $109,700.[1] Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of $527,557.76 represents more than 69% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.[2] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be realistically risk-adjusted in consideration for both the risk of class certification and class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.[3] Clearly, the goal of

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[1] While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.")

[2] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff did not include the PAGA claim in the discussion of the value of the class claims. The PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶33.

[3] See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a settlement where the settlement amount constituted approximately 25% of the estimated overtime damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12

this litigation has been met.

(e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial defenses both to liability and to class certification. The maximum and average class member allocations (in addition to their Individual PAGA Payment) are $5,240.31 and $763.94, respectively. *See* Carey Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

(f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk of establishing class wide liability and damages.

ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD

9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should Be Enforced

(a) Class Counsel successfully negotiated a class action settlement which provides for a common fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Twenty-Seven Thousand Five Hundred Fifty-Seven Dollars and Seventy-Six Cents ($527,557.76), as a result of the Escalator increase of $27,557.76 to the original amount of $500,000. (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

(N.D. Cal. 2015) (granting final approval where the settlement "represents approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%" of maximum valuation).

(b) In the class action context, that means "attempting to award the fee that informed private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market value of the award requested.

(c) The requested fee award, agreed to by the parties as part of the Settlement, should be approved. The requested fee award was bargained for during arms' length adversarial bargaining by counsel for each of the parties as part of the Settlement.

10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value Created for the Benefit of the Class

(a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third of the Gross Settlement Amount of $527,557.76 which equals $175,852.59 for attorneys' fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed $22,000. Finally, Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of $15,000, as his service awards under the Agreement.

(b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a significant contingent risk such as this one. Our legal system places unique reliance on private litigants to enforce substantive provisions of employment law through class actions. Therefore, attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in private bargaining that takes place in the legal market place.

(c) There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk

and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

(d) Here, the contingent nature of the fee award, both from the point of view of eventual settlement and the point of view of establishing eligibility for an award, also warrant the requested fee award. A number of difficult issues, the adverse resolution of any one of which could have doomed the successful prosecution of the action, were present here. Attorneys' fees in this case were not only contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier approved in other cases.

(e) At the time this case was brought, the result was far from certain as discussed above at paragraphs 8(a) and 8(b).

(f) The Settlement was possible only because Class Counsel was able to convince Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, maintain class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required to invest substantial time and resources in investigation, litigation, the determination of potential damages and communicating with and responding to opposing counsel's and class members' requests and inquiries.

(g) To represent the Class on a contingent fee basis, Class Counsel also had to forego compensable hourly work on other cases to devote the necessary time and resources to this contingent

case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent fee work in this case which could potentially have paid nothing.

(h) Class Counsel were required to advance all costs in this litigation. Especially in this type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel advanced more than $20,000 in costs which could not have been recovered if this case had been lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the requested awards.

(i) In a common fund settlement, the lodestar method is merely a cross-check on the reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of one-third equal to $175,852.59 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing records for Class Counsel evidence that through October 5, 2026, Class Counsel's current lodestar is $146,930.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. The requested fee award is therefore currently equivalent to Class Counsel's current lodestar with only a modest multiplier of less than 1.2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. Such a multiplier is well below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).[4] As

[4] See *Johnson v. Brennan,* 2011 U.S. Dist. LEXIS 105775 (S.D.N.Y. 2011) ("Courts regularly award lodestar multipliers from two to six times lodestar"); *Buccellato v. At&T Operations, Inc*., 2011 U.S. Dist. LEXIS 85699, at *4 (N.D. Cal. 2011) ("multiplier of 4.3 is reasonable"); Vizcaino supra, at 1051(3.65 multiplier approved); *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13);; *Pellegrino v. Robert Half Intern., Inc*., 182 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App. 4th at 255 ("multipliers

evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is justified under California law.

(j) Counsel retained on a contingency fee basis, whether in private matters or in representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from prosecuting similar cases.

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a

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can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*,171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County

Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-thrid fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P&B Intermodel Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through October 5, 2026, Class Counsel's current lodestar is $146,930.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. From July 10, 2024 to October 5, 2026, my firm worked on this matter for over 209 hours, with hourly rates for attorneys ranging from $450 to $995, resulting in a total incurred lodestar for my firm in the amount of $146,930.00. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar

with only a modest multiplier of less than 1.2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in $20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by

the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class Counsel Litigation Expenses Payment of not more than $22,000." Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of $20,205.57. Class Counsel have incurred litigation expenses totaling $20,205.57 based upon counsel's billing records. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges (OneLegal), all of which are costs normally billed to and paid by the client.[5] The details of the litigation expenses incurred are set forth in my firm's billing statement for this matter, a true and correct copy of which is attached hereto as Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

Service Award

14. For his service as the sole class representative, Plaintiff should be awarded the agreed service award of $15,000 in accordance with the Agreement for his time, risk and effort expended on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been no objections to the requested service award. The Plaintiff's declaration in support of this request is attached hereto as Exhibit #5. As the only representative of the Class, Plaintiff performed his duties to the Class admirably and without exception. Plaintiff worked extensively with Class Counsel during the course of the litigation, responding to numerous requests, searching for documents, working with counsel, and reviewing the settlement documentation. As set forth in the

[5] Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the class release. The Plaintiff's declaration details the involvement, stress and risks he undertook as a result of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff's participation, cooperation and information, no other employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount is well within the currently awarded range for similar settlements. The requested award is also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of $12,500 each)*; Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action)*; Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving $10,000 service award where class member recovery was $375)*; Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing $20,000 award to $15,000 where the plaintiff brought a class claim in lieu of bringing an individual action)*;Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding $25,000 service award in overtime wage class action)*; Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding $15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding $10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles

County Superior Court (Mar. 21, 2011)(awarding $10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding $10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding $10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding $10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding $10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding $10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding $10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding $10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding $10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding $10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding $10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding $10,000 service award); *Lazar v, Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding $10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding $10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding $10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding $10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding $10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding $10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding $10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County

Superior Court (Jan. 24, 2013)(awarding $10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding $10,000 service award); *Zirpolo v. UAG Stevens Creek II,* Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding $10,000 service award); *Taylor v. TIC - The Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding $10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.[6] Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."[7] PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."[8]

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[6] www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

[7] http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf.

[8] https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/.

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of $20,205.57 and approval of the requested service award to the Plaintiff.

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure. The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of October, 2026, at San Diego, California.

/s/ Kyle R. Nodrehaug
KYLE R. NORDREHAUG

EXHIBIT #1

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FIRM RESUME

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd. Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., *LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L'Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa Counrt Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank –San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v.The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC –U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc.– Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation –Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co, – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc, – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG;Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior C ourt, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Robert Berry ("Plaintiff") and defendant Wildfire Defense Systems, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Robert Berry v. Wildfire Defense Systems, Inc.*, Case No. VCU315054, initiated on November 13, 2024 and pending in Superior Court of the State of California, County of Tulare.

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

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the PAGA Period.

1.5. "Class" means all individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the Class Period.

1.6. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, Brooke Waldrop and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.13. "Class Period" means the period of time from November 13, 2020 through August 13, 2025.

1.14. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

1.16. "Court" means the Superior Court of California, County of Tulare.

1.17. "Defendant" means Wildfire Defense Systems, Inc.

1.18. "Defense Counsel means Michael D. Thomas and Jordan Wysocki of Jackson Lewis P.C.

1.19. "Effective Date" means the date by when both of the following have occurred 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 of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. "Gross Settlement Amount" means Five Hundred Thousand Dollars ($500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the

agency entitled, under Labor Code section 2699, subd. (i).

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

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

1.29. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period of time from August 21, 2023 through August 13, 2025.

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

1.33. "PAGA Notice" means the Plaintiff's August 21, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($7,000) and the 65% to LWDA ($13,000) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.36. "Plaintiff" means Robert Berry, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including failure to pay all wages in a timely manner and failure to provide all wages

at the time of termination in violation of California Labor Code § 203. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims occurring outside the Class Period.

1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

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

2. RECITALS

2.1. On November 13, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Tulare. Plaintiff's Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;
(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;

(c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
(h) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

2.2. On November 13, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") in the Superior Court of the State of California, County of Tulare ("PAGA Action").

2.3. On October 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint seeking to add Plaintiff's PAGA claims in alleged in the PAGA Action in this Action.

2.4. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.6. On May 15, 2025, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801* and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant

that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 (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'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 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves 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.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $166,666, and a Class Counsel Litigation Expenses Payment of not more than $22,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's 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 these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $10,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000 to be paid from the Gross Settlement Amount, with 65% ($13,000) allocated to the LWDA PAGA Payment and 35% ($7,000) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

i. 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 non-wages, expense reimbursement, 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.

ii. 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.

(f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 381 Class Members who collectively worked a total of 9,393 Workweeks, and 244 Aggrieved Employees who worked a total of 1,399 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the

Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

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

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), Legal Aid at Work ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. 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.

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

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of

interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; 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 to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. 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 Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.

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

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

8.4. Notice to Class Members.

(a) 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.

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

(c) Not later than 7 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.

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

(e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class

Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 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 and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) 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.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, 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 and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) Request 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 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

(d) 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.

(e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel

and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Defendant estimates that there are 9,393 work weeks through May 15, 2025. If at the end of the Class Period that number has increased by more than 10%, then the Gross Settlement Amount will be increased proportionately. Defendant may elect to shorten the Class Period to stay within the 10% cushion. If the total number of Workweeks in the Class Period, as determined from Defendant's payroll data, is ultimately determined to exceed 9,393 Workweeks by more than 10%, (*i.e.*, 10,332 Workweeks), then the Gross Settlement Amount shall be increased by the *pro rata* percentage increase in excess of 10% over 9,393 Workweeks to include the additional Workweeks (*e.g.*, a 12% increase in workweeks (i.e. 10,520.16 Workweeks) would result in a 2%, or $10,007.00, increase in the Gross Settlement Amount).

10. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. **MOTION FOR FINAL APPROVAL**. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. 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 under C.C.P. section 664.6 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.

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of 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 Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

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

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to 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. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. 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.

13.16. 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.

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

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Michael D. Thomas
Jordan Wysocki
Jackson Lewis P.C.
200 Spectrum Center Dr., Suite 500
Orange County, CA 92618
Tel.: (949) 885-1360
Fax: (949) 885-1380

E-Mail: Michael.Thomas@jacksonlewis.com
Jordan.Wysocki@jacksonlewis.com

13.18. 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.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, that pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Agreement all Parties until the entry of the Final Approval Order and Judgment or if not entered the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 01/19/2026

Robert Berry (Jan 19, 2026 22:54:20 PST)

Plaintiff Robert Berry

Dated: 1/27/26

For Defendant Wildfire Defense Systems, Inc.

Dated: 1/29/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 1/28/26

Michael D. Thomas
Jordan Wysocki
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

EXHIBIT "A"

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

***Berry v. Wildfire Defense Systems, Inc.,* Superior Court of the State of California, County of Tulare, Case No. VCU315054**

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.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Wildfire Defense Systems, Inc. ("Defendant") for alleged wage and hour violations. The Action is brought by Plaintiff Robert Berry ("Plaintiff") and seeks payment of (1) wages and other relief for a putative class of all current and former non-exempt employees of Defendant employed in California at any time during the Class Period (November 13, 2020 through August 13, 2025) ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period (August 21, 2023 through August 13, 2025) ("Aggrieved Employees").

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency ("LWDA") and Individual PAGA Payments to Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<$_____>> (less withholding) and your share of the PAGA Penalties ("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.)

Defendant disputes Plaintiff's claims and denies all liability. Defendant denies all of the material allegations in the Action, denies that it owes Class Members or Aggrieved Employees any remedies, and contends it complied with all applicable laws

In order to resolve the Action, the Parties have reached a proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____. 2026**	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. **If you request exclusion, you will receive no money from the Settlement for an Individual Class Payment and you will not be bound by the Class Settlement.** 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 **7** of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by _____, 2026**	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 Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____, at _____ a.m., at the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, CA 93291, in Department 1 before Judge David C. Mathias. This hearing may change as explained below in Section 9. 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 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 **9** of this Notice
You Can Challenge the Calculation of	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you

Your Workweeks / PAGA Pay Periods **Witten Challenges Must be Submitted by** **_____**	worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____, 2026. See Section **5** of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Tulare (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

You have received this Notice because you have been identified as a member of the putative Class, which is defined as:

> All individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the Class Period (November 13, 2020 through August 13, 2025).

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the signed Class Action and PAGA Settlement Agreement ("Agreement").

2. What is this class action lawsuit about?

On November 13, 2024, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Tulare ("Class Action") asserting class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay sick wages, and failure to pay all wages owed during employment and at the end of employment.

On October 9, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint adding Plaintiff's PAGA claims in alleged in the PAGA Action in this Action. This First Amended Class and Representative Action Complaint in the Action is referred to as the "Operative Complaint".

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not

fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Operative Complaint; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of Five Hundred Thousand Dollars ($500,000) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within fourteen (14) days of the Effective Date. "Effective Date" means the date by when both of the following have occurred 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 of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $10,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $166,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $22,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than $15,000 to the named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Penalties. A payment of $20,000 relating to Plaintiff's claim under PAGA, 65% ($13,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 35% ($7,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is August 21, 2023 through August 13, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least $266,334. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member 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. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's

records, however, Class Members may challenge the number of Workweeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering a Judgment.

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. Plaintiff 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.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have selected Legal Aid at Work as the Cy Pres Recipient and represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4. What Do I Release Under the Settlement?

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

and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including failure to pay all wages in a timely manner and failure to provide all wages at the time of termination in violation of California Labor Code § 203. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. Released Parties are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (November 13, 2020 through August 13, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (August 21, 2023 through August 13, 2025). Based on this information your estimated Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to

_____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately a month after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement**, **and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Berry v. Wildfire Defense Systems, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Berry v. Wildfire Defense Systems, Inc.*, Case No. VCU315054. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Court's website via the Case Information page for the California Superior Court for the County of Tulare (https://online.tulare.courts.ca.gov/) and entering the Case No. VCU315054.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, or the attorneys' fees, litigation expenses and service payments 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 Response Deadline for sending written objections to the Administrator is_____[forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email to_____. 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, *Berry v. Wildfire Defense Systems, Inc.*, Case No. VCU315054, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:
Name of Company: Apex Class Action LLC
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____

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. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court - https://www.tulare.courts.ca.gov/. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037

Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

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Orange County, CA 92618
Direct: (949) 885 5240 | Main: (949) 885 1360
Michael.Thomas@jacksonlewis.com
Jordan.Wysocki@jacksonlewis.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, in Department 1 of the Superior Court of California, County of Tulare, located at 221 South Mooney Blvd, Visalia, CA 93291, before Judge David C. Mathias. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - https://www.tulare.courts.ca.gov/online-services/request-remote-hearings.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Berry v. Wildfire Defense Systems.* In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of Tulare (https://online.tulare.courts.ca.gov/) and entering the Case No. VCU315054.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Berry v. Wildfire Defense Systems* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. If you need more information or have any questions, you may contact the Administrator or Class Counsel. You may receive a copy of the Agreement, the Judgment, the motion for motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Berry v. Wildfire Defense Systems*, where these documents will be posted as they become available. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the Tulare County Superior Court (https://online.tulare.courts.ca.gov/)

and entering the Case No. VCU315054. If you wish to view the Court files in person, you must go to the Clerk's Office at 221 South Mooney Blvd, Room 201, Visalia, CA 93291.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail To Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b). The Parties have proposed Legal Aid at Work as the Cy Pres Recipient.

- **What if You Lose Your Check -** If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

ROBERT BERRY, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiff, vs. WILDFIRE DEFENSE SYSTEMS, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **VCU315054** **[PROPOSED] PRELIMINARY APPROVAL ORDER** Hearing Date: Hearing Time: Judge: Hon. David C. Mathias Dept.: 1 Date Action Filed: November 13, 2024 Trial Date: Not set

This matter, having come before the Honorable David C. Mathias of the Superior Court of the State of California, in and for the County Tulare, on _____[DATE], for the motion by Plaintiff Robert Berry ("Plaintiff") for preliminary approval of the class and PAGA settlement with Defendant Wildfire Defense Systems, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action AND PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit ___ to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action AND PAGA Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount is Five Hundred Thousand Dollars ($500,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members and Aggreived Employees when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted before mediation, during mediation and post mediation such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arms-length

negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $22,000, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed $15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing.

5. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the Class Period." The Class Period is November 13, 2020 through August 13, 2025.

6. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

7. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel

for the Class.

8. The Court hereby approves, as to form and content, the Court Approved Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

9. The Court hereby appoints Apex Class Action LLC as the Administrator. No later than fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

10. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be postmarked by no later than the Response Deadline, which is forty-five (45) calendar days after the date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any

such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the class portion of the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of the Settlement, all Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

11. Any Class Member who has not opted out ("Participating Class Member") may appear at the final approval hearing and may object or express their views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Participating Class Members will have until the Response Deadline, which is forty-five (45) calendar days from the date of the mailing of the Class Notices, to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional 14 days. Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an oral objection.

12. A Final Approval Hearing shall be held before this Court on _____ _____, at _____ a.m. in Department 1 at the Tulare County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs and service

award, to be heard at the Final Approval Hearing, shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Defendant has denied that it has done anything wrong and disputes all the claims in this Action. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

14. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose.

15. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and

retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. The Action is stayed and all trial and related pre-trial dates, if any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. DAVID C. MATHIAS
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

ROBERT BERRY, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

WILDFIRE DEFENSE SYSTEMS, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **VCU315054**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date:
Hearing Time:

Judge: Hon. David C. Mathias
Dept.: 1

Date Action Filed: November 13, 2024
Trial Date: Not set

The motion of Plaintiff Robert Berry ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Wildfire Defense Systems, Inc. ("Defendant") and for an award of attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable David C. Mathias.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Tulare, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand Dollars ($500,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, the significant risks relating to certification, liability, and damages issues, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by first class mail to members of the Class at their last known addresses on or about _____. Mailing of the Class Notice to their last known addresses was the best notice option under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out of the Class or submitting written objections to the Settlement was _____, which was extended by 14 days for re-mailed Class Notices. There was an adequate interval between mailing of the Class Notice and the response deadline to permit Class Members to choose what to do and act on their decision. A full opportunity has been afforded to the Participating Class Members to participate in this hearing, and all Participating Class Members and other persons wishing to be heard have been heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness Of Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the parties following an all-day mediation before Louis Marlin, a respected and experienced mediator

of wage and hour class actions, and after an additional exchange of information and research. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiff's investigation and discovery before, during and after mediation have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. ____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Participating Class Members will be mailed a settlement payment, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Attorneys' Fees and Costs

11. An award of $166,666 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class Representative Service Payment in the amount of $_____to the Plaintiff is reasonable in light

of the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Participating Class Members in the manner set forth in the Agreement, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $20,000, which shall be allocated with 65% ($13,000) allocated to the LWDA PAGA Payment and 35% ($7,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the PAGA Period (August 21, 2023 through August 13, 2025). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The certification of the Class for the purposes of settlement is confirmed. The Class is defined as follows:

> All individuals who are or previously were employed by Defendant Wildfire Defense Systems, Inc. who were classified as non-exempt in the State of California at any time during the Class Period (November 13, 2020 through August 13, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS BY NAME].

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes thereon within fourteen (14) days of the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of $166,666 and costs in the amount of $_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of the Class Representative Service Payment in the amount of $_____ to the Plaintiff is approved.

20. The payment of $_____ to the Administrator for their fees and expenses is approved.

21. The PAGA Penalties in the amount of $20,000 are approved and shall be allocated in accordance with the Agreement.

22. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in

this Action. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the Released PAGA Claims.

23. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members. Plaintiff shall serve this Final Approval Order and Judgment on the LWDA.

24. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

25. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, and all members of the Class, shall take nothing in the Action.

26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any

contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

27. The Parties are authorized to agree to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits attached thereto which are consistent with this Final Approval Order and Judgment and as approved by the Court.

28. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, including failure to pay all wages in a timely manner and failure to provide all wages at the time of termination in violation of California Labor Code § 203.. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims occurring outside the Class Period.

30. "Released Parties" are defined as: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

31. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released

PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

32. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Plaintiff releases and discharges the Defendant and the Released Parties as to the Plaintiff's Release, as set forth fully in paragraph 6.1 of the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. DAVID C. MATHIAS
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 10/05/2026
Due On: 11/04/2026

Robert Berry
1923 W Grace Ave (new address as of 1/28/26)
Spokane, WA 99205

CA3385

Wildfire Defense Systems

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	07/10/2024	Review and analyze original intake notes. Legal research regarding related litigation and previous settlements. Research Defendant's business operations in CA. Review facts and law. Legal research.	3.10	$850.00	$2,635.00
NDB	07/12/2024	Review individual claims for minimum wage and workplace retaliation. Review emails and docs from Plaintiff. Analyze previous court orders and settlements regarding the same. Discuss with Plaintiff.	2.90	$850.00	$2,465.00
NDB	07/23/2024	Review facts and law. Research venue issues. Draft complaint. Legal research.	3.00	$850.00	$2,550.00
NDB	07/26/2024	Review and analyze entire employment file. Review all pay stubs for wage and hour claims, including PTO, regular rate, and wage statement violations. Legal research regarding the same. Obtain background facts for drafting Complaint.	2.90	$850.00	$2,465.00
NDB	07/27/2024	Review and analyze facts and law. Review document file and Defendant's written policy documents. Draft complaint.	1.70	$850.00	$1,445.00
NDB	08/05/2024	Review and research meal and rest break claims for emergency services personnel. Review job postings and description for wildfire firefighters.	2.60	$850.00	$2,210.00

		Analyze time and payroll records.			
NDB	08/15/2024	Review and revise complaint. Send to client for approval. Follow up to explain claims and process of lawsuit and to obtain approval to file.	1.80	$850.00	$1,530.00
NDB	08/17/2024	Review case file and complaint. Draft internal case notes memo detailing specific violations. Review pending litigation since sign-up.	2.10	$850.00	$1,785.00
NDB	08/21/2024	Review and research PAGA claims and penalties. Draft PAGA Notice.	1.70	$850.00	$1,445.00
CL	11/07/2024	Email from M. Thomas re: mediation and tolling agreement.	0.20	$750.00	$150.00
RE	11/11/2024	Review case notes/damage analysis	0.50	$675.00	$337.50
RE	11/11/2024	Review & analyze employment file documents	2.50	$675.00	$1,687.50
RE	11/12/2024	Review, edit & finalize class action complaint; finalize draft for same day filing	2.80	$675.00	$1,890.00
RE	11/13/2024	Draft summons & civil case cover sheet re class action	0.50	$675.00	$337.50
RE	11/13/2024	Review & finalize class action complaint package; file in Tulare Sup. Ct.	0.75	$675.00	$506.25
RE	11/13/2024	Draft PAGA only complaint	4.30	$675.00	$2,902.50
RE	11/13/2024	Draft summons & civil case cover sheet re PAGA action	0.50	$675.00	$337.50
RE	11/13/2024	Review & finalize PAGA only action complaint package; file in Tulare Sup. Ct.	0.75	$675.00	$506.25
NDB	11/13/2024	Review case file and court docket. Review PAGA notice. Review and revise PAGA complaint. Discuss with R. Ehmann.	1.40	$850.00	$1,190.00
RE	11/14/2024	Review court-returned docs re class action; review docket; memo to firm re judicial & department assignment & status of initial case management conference	0.75	$675.00	$506.25
RE	11/14/2024	Review court-returned docs re PAGA action; review docket; memo to firm re judicial & department assignment & status of initial case management conference	0.75	$675.00	$506.25
RE	11/14/2024	Provide notice to LWDA of PAGA action filing	0.40	$675.00	$270.00
RE	11/14/2024	Review correspondence from OPC; email to OPC re service of PAGA and class complaints via Notice & Acknowledgment of Receipt	0.30	$675.00	$202.50
KN	11/14/2024	Review filed class complaint; review Court	0.40	$950.00	$380.00

		documents; review memo from RE; review next steps			
KN	11/16/2024	Review filed PAGA complaint; review Court documents; review memo from RE; review next steps	0.30	$950.00	$285.00
YS	11/18/2024	Update internal class spreadsheet with case. Add class info provided by Defs.	0.20	$250.00	$50.00
YS	11/18/2024	Email to mediator's office re case info for mediation scheduling	0.20	$250.00	$50.00
YS	11/21/2024	Review Class file to prepare stip. Prepare stip to stay of pending mediation.	0.70	$250.00	$175.00
YS	11/21/2024	Review PAGA file to prepare stip. Prepare stip to stay of pending mediation.	0.70	$250.00	$175.00
YS	01/09/2025	Create alert task for Class and PAGA cases via courtlinks.	0.20	$250.00	$50.00
NDB	02/02/2025	Review vacation pay and 204 claims. Analyze seasonal worker exemptions. Legal research. Review court docket and case file.	2.80	$850.00	$2,380.00
VR	02/28/2025	Review and Analyze: review court's orders; review complaint and service; review correspondence between parties	1.10	$750.00	$825.00
CL	03/01/2025	Email from M. Thomas re: stipulation to stay pending mediation.	0.20	$750.00	$150.00
VR	03/04/2025	Review and Analyze: review and revise joint stipulation to stay case; review correspondence between parties; review court's orders and docket; correspondence to Def	1.50	$750.00	$1,125.00
YS	03/12/2025	Prepare and finalize notice of remote appearance. Prepare POS. File via Onelegal. Email to OPC re notice.	0.50	$250.00	$125.00
ASC	03/12/2025	Revise notice of remote appearance and confirm approval	0.30	$450.00	$135.00
YS	03/14/2025	Review status of case, Confirm 3/17 Class and PAGA CMC hearings still on calendar, request remote appearance via court website, circulate info to appear remotely, arrange for reminder text for team	0.40	$250.00	$100.00
ASC	03/17/2025	Prepare to attend CMC	0.50	$450.00	$225.00
ASC	03/17/2025	Attend CMC	1.00	$450.00	$450.00
YS	03/18/2025	Review courtlinks alert re upcoming events. Confirm the Class and PAGA 6/17 CMC is calendared.	0.20	$250.00	$50.00

YS	03/19/2025	Review court docket re order granted 3/18/25 -- not availble for download. Email to Chrystal. Place request for copy through court website.	0.30	$250.00	$75.00
CL	03/19/2025	Receipt and review Order granting stay pending mediation and vacating CMC deadlines.	0.20	$750.00	$150.00
SB	03/28/2025	Review and revise complaint, advise ND	2.60	$450.00	$1,170.00
ASC	03/28/2025	Prepare letter re mediation data request, finalize and serve via email	1.00	$450.00	$450.00
ASC	04/15/2025	Email to Michael re mediation data request assurances	0.30	$450.00	$135.00
ASC	04/21/2025	Email to Michael re mediation data request ETA of production	0.30	$450.00	$135.00
YS	04/22/2025	Update internal class spreadsheet with updated class info	0.10	$250.00	$25.00
ASC	04/22/2025	Discuss with M. Thomas re production of data for mediation and adequate sample	0.50	$450.00	$225.00
NDB	04/24/2025	Review and analyze court docket and case file in preparation for mediation. Review and analyze data produced for mediation purposes. Review and research wage and hour claims. Analyze Plaintiff's individual claims and settlement authority.	3.70	$850.00	$3,145.00
NDB	04/27/2025	Review and research previous settlements with similar claims and workweeks for mediation valuation. Analyze time records for meal break and off the clock claims. Legal research.	2.20	$850.00	$1,870.00
YS	04/29/2025	Review and download Def's mediation data, update file. Create Box folder for file. Email to expert re new file.	0.40	$250.00	$100.00
ASC	04/29/2025	Receive and review data; send to expert	0.50	$450.00	$225.00
ASC	04/29/2025	Email M. Thomas re Plaintiff info in data produced for mediation and request for ID	0.30	$450.00	$135.00
CL	04/30/2025	Email from M. Thomas re: mediation discovery and sample; Review and analyze same.	0.40	$750.00	$300.00
ASC	04/30/2025	Review email from M. Thomas and communicate Plaintiff's ID in mediation data to expert	0.30	$450.00	$135.00
NDB	05/01/2025	Review pay stubs exemplars for 226(a) claims and overtime regular rate theories. Analyze pay code origins and bonuses. Legal research. Prepare for mediation.	1.80	$850.00	$1,530.00
NDB	05/02/2025	Review and analyze 203 late penalty payment claims for seasonal workers. Review Plaintiff's	2.90	$850.00	$2,465.00

		individual claims and damages. Review previous settlements with similar claims and workweeks for mediation valuation. Legal research Prepare for mediation.			
ASC	05/05/2025	Receive, download and analyze WDS 000001-726	2.00	$450.00	$900.00
NDB	05/06/2025	Review facts and law. Analyze release issue. Draft mediation brief.	3.10	$850.00	$2,635.00
ASC	05/07/2025	Follow up with expert re analysis for mediation brief	0.30	$450.00	$135.00
ASC	05/07/2025	Call with Plaintiff re case notes and mediation information	1.00	$450.00	$450.00
ASC	05/07/2025	Review experts chart and analysis for mediation	1.00	$450.00	$450.00
ASC	05/07/2025	Receive, download and analyze WDS 000001-726	2.00	$450.00	$900.00
ASC	05/07/2025	Draft Mediation Brief	4.00	$450.00	$1,800.00
KN	05/07/2025	Review documents; review summaries and research from staff; review expert materials; analysis of facts and claims; provide input re mediation and strategy	2.00	$950.00	$1,900.00
YS	05/09/2025	Review and organize P's documents -- add bate stamp. Update exhibit book.	1.00	$250.00	$250.00
YS	05/09/2025	Review and organize mediation documents from Defs. Update exhibit book.	0.70	$250.00	$175.00
YS	05/13/2025	Review Def's supplemental recs. Organize and update exhibit book.	0.50	$250.00	$125.00
ASC	05/14/2025	Review Defendant's further pre-mediation production WDS 000727-810	1.00	$450.00	$450.00
SB	05/14/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	$450.00	$1,260.00
KN	05/14/2025	Review mediation brief and exhibit book; analyze issues for mediation; provide input to AJ	1.00	$950.00	$950.00
NDB	05/14/2025	Review all mediation materials including briefs and exhibits thereto. Analyze expert damage and penalty report and notes and assumptions. Prepare for mediation.	1.40	$850.00	$1,190.00
AB	05/15/2025	Prep and appear for mediation.	5.00	$895.00	$4,475.00
SB	05/15/2025	Attend mediation	8.00	$450.00	$3,600.00
ASC	05/29/2025	Prepare Joint CMC statements for Class and PAGA matters re outcome of mediation, circulate	1.00	$450.00	$450.00

		to OPC for review			
CL	05/30/2025	[PAGA] Revise and finalize Joint Case Management Statement.	0.30	$750.00	$225.00
CL	05/30/2025	[Class] Revise and finalize Joint Case Management Statement.	0.30	$750.00	$225.00
CL	05/30/2025	Email from/to M. Thomas re revisions to Joint Case Management Statement.	0.30	$750.00	$225.00
YS	05/30/2025	Email to OPC re revisions to joint status report.	0.20	$250.00	$50.00
ASC	06/02/2025	Reach out to Plaintiff re locations and dates of work done for Defendant	0.60	$450.00	$270.00
CL	06/03/2025	Email from R. Berry re meet and confer status of mediation and expected travel.	0.20	$750.00	$150.00
AB	06/06/2025	Prep / appear for multiple calls w/ mediator. Analyze.	2.00	$895.00	$1,790.00
AB	06/09/2025	Review/analyze/Draft/send response to mediator's proposal.	3.00	$895.00	$2,685.00
KN	06/09/2025	Review mediation notes; review mediator's proposal; provide input to AJ	0.50	$950.00	$475.00
ASC	06/10/2025	Review correspondence from Plaintiff re discrimination at work	0.50	$450.00	$225.00
YS	06/13/2025	Review status of case, Confirm 6/17 Class CMC hearing still on calendar, confirm joint CMS was filed, request for remote appearance via court website, schedule text reminder for team	0.40	$250.00	$100.00
YS	06/13/2025	Review status of case, Confirm 6/17 PAGA CMC hearing still on calendar, confirm joint CMS was filed	0.30	$250.00	$75.00
CL	06/17/2025	Prepare for CMC in PAGA/Class Action.	0.40	$750.00	$300.00
CL	06/17/2025	Attend CMC in PAGA/Class Action.	0.50	$750.00	$375.00
CL	06/17/2025	Draft Notice of Ruling re CMC in PAGA Action.	0.30	$750.00	$225.00
CL	06/17/2025	Draft Notice of Ruling re CMC in Class Action.	0.30	$750.00	$225.00
CL	06/17/2025	Telephone call to R. Berry related to domicile and current address in response to argument at mediation; Discuss with AJ re: same.	0.30	$750.00	$225.00
CL	06/17/2025	Email and text messages to R. Berry related to domicile and current address in response to argument at mediation; Discuss with AJ re: same.	0.30	$750.00	$225.00
YS	06/17/2025	Finalize notice of ruling of Class CMC for service. Prepare POS. File via Onelegal. Email to OPC re	0.40	$250.00	$100.00

		notice.			
YS	06/17/2025	Prepare and finalize notice of ruling of PAGA CMC for service. Prepare POS. File via Onelegal. Email to OPC re notice.	0.50	$250.00	$125.00
BW	07/08/2025	Review case file re drafting long form settlement agreement; MOU still pending	0.20	$750.00	$150.00
NDB	07/25/2025	Review mediation notes and results. Review mediator emails. review MOU terms. Send MOU to Plaintiff for signature. Emails and calls to explain terms and obtain signature.	1.30	$850.00	$1,105.00
KN	07/25/2025	Review emails; review MOU; analysis of issues for long form agreement	0.40	$950.00	$380.00
BW	07/31/2025	Review and analyze MOU re drafting settlement agreement	0.40	$750.00	$300.00
BW	07/31/2025	Draft long-form settlement agreement	0.50	$750.00	$375.00
BW	08/03/2025	Review MOU re drafting settlement agreement	0.30	$750.00	$225.00
YS	08/04/2025	Review courtlinks alert re upcoming events: 8/19 Class CMC. Confirm it is calendared.	0.10	$250.00	$25.00
YS	08/04/2025	Review courtlinks alert re upcoming events: 8/19 PAGA CMC. Confirm it is calendared.	0.10	$250.00	$25.00
ASC	08/04/2025	Prepare updated CMCs for Class and PAGA matters	1.00	$450.00	$450.00
ASC	08/05/2025	Follow up with Defense counsel re joint CMC statements	0.30	$450.00	$135.00
ASC	08/05/2025	Confirm authority to execute and finalize and file CMC statements via one legal, serve via email - Class	0.50	$450.00	$225.00
ASC	08/05/2025	Confirm authority to execute and finalize and file CMC statements via one legal, serve via email - PAGA	0.50	$450.00	$225.00
YS	08/11/2025	Prepare shells for PAGA request for dismissal, decl of CTL, and proposed order	0.60	$250.00	$150.00
YS	08/12/2025	Update internal master and discovery spreadsheet with status of Class and PAGA case: settling.	0.30	$250.00	$75.00
YS	08/15/2025	Review status of case, Confirm 8/19 Class/PAGA CMC hearing still on calendar, confirm status report was filed, request remote hearing via court website. Arrange text reminder for team.	0.40	$250.00	$100.00
BW	08/18/2025	Review and analyze MOU and client's documentation re drafting settlement agreement	0.50	$750.00	$375.00

BW	08/19/2025	Draft settlement agreement re terms and conditions in MOU fully executed on July 30, 2025	1.20	$750.00	$900.00
BW	08/19/2025	Draft and send settlement bid request to Apex	0.40	$750.00	$300.00
BW	08/19/2025	Confer with att'y K. Nordrehaug re Class/PAGA settlement agreement language of terms and conditions before sending draft to opposing counsel	0.20	$750.00	$150.00
ASC	08/19/2025	Prepare to attend CMC	0.50	$450.00	$225.00
ASC	08/19/2025	Attend CMC	1.00	$450.00	$450.00
KN	08/19/2025	Review current draft of agreement; advise BW	0.75	$950.00	$712.50
YS	08/26/2025	Review courtlinks alert re upcoming events: 12/18 CMC. Confirm it is calendared.	0.20	$250.00	$50.00
BW	08/27/2025	Review MOU, docket, and pleadings re operative complaint and if it is necessary to amend complaint	0.60	$750.00	$450.00
YS	08/28/2025	Prepare notice of ruling re 8/19 Class CMC	0.30	$250.00	$75.00
YS	08/28/2025	Prepare notice of ruling re 8/19 PAGA CMC	0.30	$250.00	$75.00
YS	08/29/2025	Prepare shells for stip to file FAC and draft of FAC -- adding PAGA to Class	1.50	$250.00	$375.00
YS	08/29/2025	Review chamber/local rules re reserving MPA hearing date. Telephone call to court re judge's availability. Email to KN/Team.	0.40	$250.00	$100.00
YS	08/29/2025	Finalize notice of ruling re 8/19 Class CMC for service. Prepare POS. Email to OPC. File via Onelegal.	0.40	$250.00	$100.00
YS	08/29/2025	Finalize notice of ruling re 8/19 PAGA CMC for service. Prepare POS. Email to OPC. File via Onelegal.	0.40	$250.00	$100.00
CL	08/29/2025	Draft Long Form Settlement Agreement.	3.30	$750.00	$2,475.00
CL	08/29/2025	Revise First Amended Complaint; Email to M. Thomas re: Stipulation and FAC.	0.40	$750.00	$300.00
CL	08/29/2025	Email from/to K. Stern requesting administrator estimate for settlement.	0.20	$750.00	$150.00
CL	08/29/2025	Email from/to S. Hartranft requesting administrator estimate for settlement.	0.20	$750.00	$150.00
ASC	08/29/2025	Revise stip to file FAC; email to M. Thomas for revision	0.50	$450.00	$225.00
ASC	08/29/2025	Review and approve notices of CMC pursuant to court order	0.30	$450.00	$135.00

KN	08/31/2025	Review draft Agreement; advise CL	0.50	$950.00	$475.00
CL	09/02/2025	Revise and revise Long Form Settlement Agreement; Email to M. Thomas re: Long Form Settlement Agreement draft.	0.50	$750.00	$375.00
ASC	09/02/2025	Follow up with M. Thomas re Stipulation to file FAC	0.30	$450.00	$135.00
CL	09/03/2025	Email from/to M. Thomas re: meet and confer re: revisions to settlement agreement and pleadings.	0.30	$750.00	$225.00
ASC	09/03/2025	Follow up to confirm notice of ruling accepted by the court - Class	0.20	$450.00	$90.00
ASC	09/03/2025	Follow up to confirm notice of ruling accepted by the court - PAGA	0.20	$450.00	$90.00
ASC	09/09/2025	Follow up with M. Thomas re revisions to stipulation to file FAC, proposed FAC, and settlement agreement	0.30	$450.00	$135.00
CL	09/12/2025	Email from/to M. Thomas re: meet and confer re Stipulation for Leave to File FAC.	0.30	$750.00	$225.00
ASC	09/12/2025	Revise draft stipulation to file FAC per Defendant's comments re dismissal of PAGA action; circulate for revision	0.60	$450.00	$270.00
ASC	09/12/2025	Finalize and file Stip to file FAC, file via one legal, serve via email	1.00	$450.00	$450.00
BW	09/15/2025	Review case file re if hearing date has been secured yet; contact staff re obtaining hearing date and/or call court and find out process for obtaining date	0.10	$750.00	$75.00
YS	09/16/2025	Review court website and local rules re hearing reservations for settlement approval motion. Email to BWW.	0.30	$250.00	$75.00
ASC	09/17/2025	Review notice of rejetion due to defendant's fee due; email M. Thomas re refiling of stip to file amended complaint	0.30	$450.00	$135.00
CL	09/18/2025	Email from/to M. Thomas request for fully executed MOU.	0.30	$750.00	$225.00
YS	09/29/2025	Review local rules re how to reserve MPA hearing date. Telephone call and spoke to calendar clerk . Email to BWW.	0.40	$250.00	$100.00
YS	10/09/2025	Review docket for status of stip to file FAC, call and spoke with clerk re status, received order via email, update file, email to CTL/AS.	0.30	$250.00	$75.00
CL	10/09/2025	Email to/from M. Thomas re: Order for Leave to File FAC.	0.40	$750.00	$300.00

CL	10/09/2025	Email to/from M. Thomas re: long form settlement agreement; Revise Long Form Settlement Agreement.	0.50	$750.00	$375.00
ASC	10/09/2025	Respond to email from OPC re timing of MPA filing, and request for conformed copy of stip to file FAC; discuss with CTL	0.40	$450.00	$180.00
KN	10/09/2025	Review status; review revisions to Agreement; advise CL	0.50	$950.00	$475.00
CL	10/10/2025	Draft First Amended Class and Representative Action Complaint.	0.50	$750.00	$375.00
CL	10/10/2025	Emails from/to M. Thomas re: FAC and Long Form Settlement Agreement; Discuss with Kyle re: Exhibits.	0.40	$750.00	$300.00
KN	10/17/2025	Review status; review emails to and from Defendant	0.50	$950.00	$475.00
YS	10/20/2025	Prepare shell for the RFD form re PAGA case	0.40	$250.00	$100.00
YS	10/21/2025	Review courtlinks alert re upcoming events: 12/18 CMC. Confirm it is calendared.	0.10	$250.00	$25.00
YS	10/21/2025	Download filed-stamp FAC, update file, upload to the LWDA portal	0.30	$250.00	$75.00
CL	10/22/2025	Finalize Request to Dismiss PAGA Action.	0.20	$750.00	$150.00
YS	10/22/2025	Finalize PAGA RFD for service. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	10/31/2025	Email from J. Wysocki re: meet and confer re: exhibits to long form; discuss with Kyle re: same.	0.20	$750.00	$150.00
CL	11/06/2025	Email from J. Wysocki requesting Exhibits to Settlement Agreement.	0.30	$750.00	$225.00
KN	11/12/2025	Begin drafting exhibits for settlement agreement; research issue; review final agreement	2.30	$950.00	$2,185.00
CL	11/13/2025	Review and revise Long Form Settlement Agreement; Discuss with Kyle re: same.	0.50	$750.00	$375.00
KN	11/13/2025	Draft Exhibits to Agreement; review final agreement and advise CL as to needed corrections; email draft exhibits to the Defendant.	2.25	$950.00	$2,137.50
KN	11/15/2025	Review filed Complaint; review court notices; review memos from RE	0.50	$950.00	$475.00
CL	11/17/2025	Email to J. Wysocki re: request for revisions to Long Form Settlement Agreement and Exhibits.	0.30	$750.00	$225.00
CL	12/02/2025	Email to J. Wysocki requesting revisions to	0.30	$750.00	$225.00

		exhibits to Settlement Agreement.			
BW	12/03/2025	Review correspondence and orders re drafting joint case management statement; draft case management statement	0.50	$750.00	$375.00
BW	12/03/2025	Email with opposing counsel re case management conference statement	0.30	$750.00	$225.00
BW	12/03/2025	Speak with court clerk obtaining hearing date for Motion for Preliminary Approval; confer with staff and att'y C. LeVu re hearing date	0.30	$750.00	$225.00
YS	12/03/2025	Finalize joint CMS for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	12/03/2025	Email from/to M. Thomas re: meet and confer re: availability for conference call.	0.30	$750.00	$225.00
CL	12/03/2025	Email to M. Thomas re: motion for preliminary approval hearing.	0.20	$750.00	$150.00
CL	12/05/2025	Emails to M. Thomas re: revisions to Long Form Settlement Agreement and Exhibits; Conference call to M. Thomas re same.	0.70	$750.00	$525.00
CL	12/10/2025	Email from/to M. Thomas following up on settlement agreements and redlines.	0.20	$750.00	$150.00
CL	12/12/2025	Email from M. Thomas re: revisions to Exhibits and Settlement Agreement.	0.40	$750.00	$300.00
ASC	12/15/2025	Draft MPA declaration of Dulfer iso MPA	0.50	$450.00	$225.00
ASC	12/18/2025	Prepare to attend CMC	0.50	$450.00	$225.00
ASC	12/18/2025	Attend CMC	1.00	$450.00	$450.00
CL	12/22/2025	Email from M. Thomas re: mediation discussions re 203 claims; Telephone call from M. Thomas re: same.	0.40	$750.00	$300.00
CL	12/22/2025	Revise Long Form Settlement Agreement	0.50	$750.00	$375.00
YS	12/23/2025	Review courtlinks alert re upcoming events: 2/26 MPA Hearing. Confirm it is on calendar.	0.10	$250.00	$25.00
CL	12/23/2025	Email to M. Thomas re: revisions to Long Form Settlement agreement re 203 claims; Discuss with Kyle re: same; Revise Long Form Settlement agreement to include 203 release; Emails from M. Thomas re discussions at mediation re 203.	0.90	$750.00	$675.00
KN	12/29/2025	Review revised Exhibits and Defendant comments, review and revise exhibits; email to Defendant; review emails from CL; advise CL	2.00	$950.00	$1,900.00

CL	12/29/2025	Email to S. Hartranft requesting wire instructions related to early payment by defendant.	0.30	$750.00	$225.00
CL	12/29/2025	Email from M. Thomas requesting conference call; Call to M. Thomas re: finalized settlement agreement and wire instructions related to early payment by defendant.	0.50	$750.00	$375.00
CL	12/29/2025	Email from M. Thomas re further revisions to settlement agreement; Finalize settlement agreement; Discuss with Kyle re: redlines to exhibits.	0.40	$750.00	$300.00
CL	01/05/2026	Email to/from M. Thomas re status of redlines to exhibits to settlement agreement.	0.30	$750.00	$225.00
KN	01/19/2026	Review Def email and final agreement; advise CL as to issue to correct; finalize exhibits; email Defendant	1.00	$950.00	$950.00
CL	01/19/2026	Finalize Long Form Settlement Agreement in preparation for circulation with exhibits for signature; Discuss with Kyle re same.	0.30	$750.00	$225.00
NDB	01/19/2026	Review and analyze settlement agreement and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Discuss terms and settlement amounts with Plaintiff. Follow up for signature.	1.20	$850.00	$1,020.00
KN	01/21/2026	Draft motion for preliminary approval; analysis of Kullar issues; review information from mediation; update approval chart.	4.00	$950.00	$3,800.00
KN	01/26/2026	Review outstanding issues; prepare pleading form and memo to Admin regarding declaration.	0.50	$950.00	$475.00
KN	01/26/2026	Draft Declaration ISO motion for preliminary approval; further analysis of Kular issues for decl.; review draft Admin declaration and finalize Admin declaration for filing	3.80	$950.00	$3,610.00
KN	01/27/2026	Memo to staff; review response	0.30	$950.00	$285.00
CL	01/27/2026	Email to M. Thomas requesting Defendant's signature and final settlement agreement.	0.40	$750.00	$300.00
ASC	01/27/2026	Review settlement and prepare declaration of Plaintiff iso motion for approval of PAGA settlement; obtain client's signature	1.00	$450.00	$450.00
KN	01/29/2026	Review and revise declaration iso Motion; prepare and finalize exhibits; finalize declaration	1.00	$950.00	$950.00
KN	01/29/2026	Review and revise Motion; update and finalize proposed order; finalize motion; file and serve motion; serve LWDA	2.75	$950.00	$2,612.50

YS	02/10/2026	Review courtlinks alert re upcoming events: 2/26 CMC and Hearing re MPA. Confirm they are on calendar.	0.10	$250.00	$25.00
CL	02/11/2026	Email to M. Thomas re: Joint CMS; Prepare and draft Joint CMS.	0.70	$750.00	$525.00
CL	02/12/2026	Email from/to M. Thomas re: finalizing Joint CMS; Finalize Joint CMS.	0.50	$750.00	$375.00
KN	02/26/2026	Court appearance - CMC and MPA; prepare for hearing; review tentative; analysis of issues; emails with Defendant; review billing and memo to staff	1.00	$950.00	$950.00
KN	03/04/2026	Review issues to address; review billing; revise proposed order	0.50	$950.00	$475.00
KN	03/05/2026	Draft supplemental declaration	1.00	$950.00	$950.00
KN	03/05/2026	Finalize documents; finalize proposed order; file and serve documents; serve LWDA	1.00	$950.00	$950.00
CL	03/06/2026	Receipt and review Minutes re order re prelim approval	0.30	$750.00	$225.00
KN	03/11/2026	Review status; review tentative; emails with counsel	0.25	$950.00	$237.50
KN	03/16/2026	Review status; check docket; email to Def	0.25	$950.00	$237.50
KN	03/16/2026	Update chart; memo to Admin.	0.50	$950.00	$475.00
KN	03/19/2026	Work on issue re: Order; review signed Order; memo to Admin with instructions; advise staff	0.40	$950.00	$380.00
KN	03/20/2026	Review Admin email; review initial timeline; check issue and respond with corrections	0.30	$950.00	$285.00
CL	03/20/2026	Email from A. Moreira requesting Order granting preliminary approval.	0.30	$750.00	$225.00
YS	03/25/2026	Review courtlinks alert re upcoming events: 10/29 Hearing re MFA. Confirm it is on calendar.	0.10	$250.00	$25.00
CL	04/15/2026	Email from M. Carey re: data discrepancy resolved and finalizing of the class list	0.20	$750.00	$150.00
ASC	04/20/2026	Review and respond to R. Berry re request for status update	0.30	$450.00	$135.00
KN	04/21/2026	Review calculations and spreadsheet; analysis of escalator issue; respond to Admin	0.50	$950.00	$475.00
YS	04/23/2026	Review Courtlinks alert re upcoming events: 10/29 Hearing re Motion for Final Approval. Confirm it is on calendar.	0.10	$250.00	$25.00

CL	04/30/2026	Receipt and review Apex status report detailing the mailed notices and received responses; Emai from A. Moreira re same.	0.30	$750.00	$225.00
KN	04/30/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
KN	05/09/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
KN	05/16/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
YS	05/27/2026	Review Courtlinks alert re upcoming events: 10/ 29 Hearing re Motion for Final Approval. Confirm it is on calendar.	0.10	$250.00	$25.00
KN	05/30/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
YS	06/04/2026	Review Courtlinks alert re upcoming events: 10/ 29 Hearing re Motion for Final Approval. Confirm it is on calendar.	0.10	$250.00	$25.00
CL	06/05/2026	Email from A. Moreira re status report detailing the mailed notices and received responses; Receipt and review status report detailing the mailed notices and received responses	0.30	$750.00	$225.00
KN	06/08/2026	Review email from Admin; analysis of escalator issue and dispute resolution; review documents; respond to Admin	0.40	$950.00	$380.00
KN	06/08/2026	Review Admin email; review weekly report; respond to Admin question.	0.20	$950.00	$190.00
YS	06/09/2026	Review Courtlinks alert re upcoming events: 10/ 29 Hearing re Motion for Final Approval. Confirm it is on calendar.	0.10	$250.00	$25.00
KN	06/20/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
CL	06/22/2026	Email from A. Moreira re: status report detailing the mailed notices and received responses; Receipt and review status report detailing the mailed notices and received responses	0.30	$750.00	$225.00
YS	06/26/2026	Review Courtlinks alert re upcoming events: 10/ 29 Hearing re Motion for Final Approval. Confirm it is on calendar.	0.10	$250.00	$25.00
KN	06/27/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
KN	07/11/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
CL	07/21/2026	Receipt and review Wildfire Defense Systems Inc - Settlement Report from admin.	0.30	$750.00	$225.00
KN	07/25/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
CL	09/28/2026	Draft Motion for Final Approval of Settlement.	3.80	$750.00	$2,850.00

CL	09/28/2026	Draft Declaration of K. Nordrehaug Motion for Final Approval of Settlement.	2.90	$750.00	$2,175.00
KN	09/30/2026	Review and revise draft motion for final approval; memo to staff; email to Defendant; review and redline draft Admin declaration; update and redline proposed order	2.75	$950.00	$2,612.50
KN	10/05/2026	Review and revise Declaration; review billing for accuracy; update issues	1.00	$950.00	$950.00
YS	10/05/2026	Populate table of contents and authorities for motion for final approval	1.00	$250.00	$250.00
KN	10/05/2026	Review and revise motion for final approval; review final Admin declaration; finalize motion and proposed order; file and serve motion; serve LWDA	2.50	$950.00	$2,375.00
			Quantity Subtotal		**207.6**
			Services Subtotal		**$146,930.00**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/21/2024	PAGA Filing Fee	1.00	$75.00	$75.00
Expense	11/14/2024	One Legal/Court Fees	1.00	$1,501.72	$1,501.72
Expense	11/14/2024	One Legal/Court Fees	1.00	$469.22	$469.22
Expense	12/31/2024	Mediation Fees - Lou Marlin	1.00	$10,000.00	$10,000.00
Expense	03/12/2025	One Legal - Notice of Remote Appearance	1.00	$21.11	$21.11
Expense	05/29/2025	Berger Consulting Fees.	1.00	$7,645.00	$7,645.00
Expense	06/10/2025	Onelegal filing fee	1.00	$21.11	$21.11
Expense	06/13/2025	Onelegal filing fee	1.00	$21.11	$21.11
Expense	06/30/2025	Onelegal filing fee	1.00	$21.11	$21.11
Expense	07/03/2025	Onelegal filing fee	1.00	$21.11	$21.11
Expense	08/05/2025	One Legal - CMS - Class	1.00	$21.11	$21.11
Expense	08/05/2025	One Legal - CMS - PAGA	1.00	$21.11	$21.11
Expense	09/03/2025	One Legal - Notice of ruling - Class	1.00	$21.11	$21.11
Expense	09/03/2025	One Legal - Notice of ruling - PAGA	1.00	$21.11	$21.11
Expense	09/12/2025	One Legal - Stipulation to file FAC	1.00	$17.50	$17.50

Expense	10/10/2025	Onelegal filing fee	1.00	$21.11	$21.11
Expense	02/03/2026	One legal filing charge with motion filing fee	1.00	$85.34	$85.34
Expense	03/06/2026	One legal filing charge	1.00	$22.20	$22.20
Expense	03/20/2026	One legal charge	1.00	$93.15	$93.15
Expense	10/05/2026	One legal filing charge - motion for final approval	1.00	$85.34	$85.34
				Expenses Subtotal	**$20,205.57**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	$895.00	$8,950.00
Scott Blumenthal	13.4	$450.00	$6,030.00
Nicholas De Blouw	43.6	$850.00	$37,060.00
Ricardo Ehmann	14.8	$675.00	$9,990.00
Christine LeVu	29.0	$750.00	$21,750.00
Kyle Nordrehaug	41.4	$950.00	$39,330.00
Victoria Rivapalacio	2.6	$750.00	$1,950.00
Adolfo Sanchez Contreras	29.6	$450.00	$13,320.00
Brooke Waldrop	5.5	$750.00	$4,125.00
Yesenia Silva	17.7	$250.00	$4,425.00
		Quantity Total	**207.6**
		Subtotal	**$167,135.57**
		Total	**$167,135.57**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/04/2026	$167,135.57	$0.00	$167,135.57
			Outstanding Balance	**$167,135.57**
			Total Amount Outstanding	**$167,135.57**

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389

6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

ROBERT BERRY, an individual, on behalf of himself and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

WILDFIRE DEFENSE SYSTEMS, INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: VCU315054

DECLARATION OF ROBERT BERRY IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT

Hearing Date: February 26, 2026
Hearing Time: 8:30 a.m.

Judge: Hon. David C. Mathias
Dept: 1

Date Filed: November 13, 2024
Trial Date: Not set

Doc ID: a18e4dc81895540323804b812a200e158d4351be

I, Robert Berry, declare as follows:

1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval of Class Settlement and in support of my application for a Class Representative Service Payment.

2. I have personal knowledge of all the facts stated herein. I could and would competently testify under oath to these facts in court if requested to do so.

3. During the class period I worked as a Firefighter for the Defendant Wildfire Defense Systems, Inc. ("Defendant") in California and during that time period I have been classified by Defendant as a non-exempt employee.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to pursue this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. I often did not receive compliant meal and rest breaks which were late, interrupted or missed entirely; I was required to work off the clock, and I was also forced to use my personal cell phone for work related purposes without reimbursement.

6. I spoke to my attorneys several times and discussed how Defendants implemented their company policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and, after it was filed, I was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I would also contact my attorneys from time to time if I had any questions about

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the case.

7. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

8. I understood that being a plaintiff/class representative in this case meant that I was seeking damages not only for myself but also other current and/or former non-exempt employees working for Defendants in California who make up the class. I felt that these individuals were not aware of their labor law rights and even if they were they would probably be apprehensive about speaking up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Defendants to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case, it would not be difficult for a future employer to become aware that I sued my employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on May 15, 2025, with Louis Marlin, Esq., a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible

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result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on July 25, 2025.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a proposed class representative to date, and will continue to do so. I have and always will maintain the best interest of the class members.

13. My attorneys explained to me that the settlement process involves a two-step review by the Court to determine whether the settlement is fair before approving the settlement. I know this process also involves notifying all class members of the settlement terms and of their rights to make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of $15,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

15. As part of the settlement it was necessary for me to sign a general release of all claims I may have against Defendants. I believe the Class Representative Service Payment I have requested provides me with some compensation for this agreed release.

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In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Defendants' costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for $15,000 as a Class Representative service payment is fair and reasonable.

/ / /

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

Executed on 01 / 27 / 2026, at Spokane, WA.
(city, state)



Robert Berry

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