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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF VENTURA**

14 MATTHEW KAUFMAN, an individual, on
15 behalf of himself and on behalf of all persons
16 similarly situated,

17 Plaintiff,

18 vs.

19 JOHNSON CONTROLS FIRE
20 PROTECTION LP, a Limited Partnership;
21 and DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: **2025CUOE049338**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: September 16, 2026
Hearing Time: 1:30 p.m.

Judge: Hon. Charmaine H. Buehner
Dept.: 44

Action Filed: August 15, 2025
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiff Matthew Kaufman (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant Johnson Controls Fire
8 Protection LP (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the
9 proposed settlement of this class action with Defendant; (2) for settlement purposes only,
10 conditionally certifying the Class, which is comprised of “all current or former non-exempt
11 employees employed by Defendant in California at any time during the Class Period”, which is
12 August 11, 2024 through June 27, 2026; (3) provisionally appointing Plaintiff as the representative
13 of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP and
14 Lawyers for Employee and Consumer Rights, APC as Class Counsel; (5) approving the form and
15 method for providing class-wide notice; (6) directing that notice of the proposed settlement be
16 given to the Class; (7) appointing Apex Class Action as the Administrator, and (8) scheduling a
17 final approval hearing date, proposed for February 10, 2027, to consider Plaintiff’s motion for final
18 approval of the settlement and for approval of attorneys’ fees, expenses and the service award.
19 Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement
20 Agreement and the Amendment to Class Action and PAGA Settlement Agreement (collectively the
21 “Agreement”) along with exhibits thereto. The form of the Agreement is based upon the Los
22 Angeles County Superior Court model form for a class and PAGA settlement. This Declaration
23 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
24 the same meaning as set forth in the Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
28 of One Million Twenty Thousand Dollars (\$1,020,000) (the “Gross Settlement Amount”) is to be

1 paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
2 issues pending in the Action between the Parties and will be made in full and final settlement of the
3 Released Class Claims in exchange for the payments to Participating Class Members from the Net
4 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
5 fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment
6 allocated 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
7 following is a table of the key Settlement terms and the proposed deductions:

8 **\$1,020,000** (Gross Settlement Amount)

- 9 - \$10,000 (Plaintiff's proposed service award - not to exceed amount)
- 10 - \$20,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 11 - \$340,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 12 - \$100,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- 13 - \$13,000 (Administration Expenses Payment - not to exceed amount)

14 **\$527,000** (Net Settlement Amount)

15 4. The relief provided in the Settlement will benefit all members of the Class. The
16 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
17 Payments to the Class Members are all determined under a neutral methodology. Each
18 Participating Class Member will receive the same opportunity to participate in and receive payment
19 through a neutral formula that is based upon the Workweeks for that individual.

20 5. On April 23, 2026, the Parties participated in an all-day mediation with Steve Mehta,
21 Esq., a respected and experienced mediator of wage and hour class actions. In preparation for the
22 mediation, Defendant provided Class Counsel with payroll, time and employment data, along with
23 other information regarding the Class Members, various internal documents, and other
24 compensation and employment-related materials. Class Counsel analyzed the data with the
25 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
26 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
27 for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is
28 fair, reasonable and adequate.

6. Based upon 499 Class Members who worked an estimated 37,065 work weeks (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$2,044 per Class Member and \$27 per workweek and after deductions the Net Settlement Amount provides an average recovery of \$1,056.11 per Class Member and a recovery of \$14.21 per workweek. 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 the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be \$2,132,231 for the alleged unpaid wages for off-the-clock work at one hour per week, \$66,650 for the alleged underpaid overtime based upon the miscalculation of the regular rate, \$95,021 for the alleged underpaid sick pay and vacation wages based upon the miscalculation of the regular rate, \$1,876,387 for alleged meal period damages based upon a 27.3% potential violation rate for all shifts worked observed in the time records, \$1,876,387 for alleged rest period damages based upon the same 27.3% potential violation rate observed for meal periods, and \$0 for alleged unreimbursed expenses because Defendant provide a work laptop, a work phone and mileage under a CBA. As a result, the total damage valuation was calculated such that Defendant was subject to a maximum damage claim in the amount of \$6,046,676. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$770,624, and potential maximum wage statement penalties were \$1,996,000.¹ Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,020,000 represents more than 16.8% of the maximum value of the alleged damages at issue in this case at the time this Settlement was

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.").

1 negotiated.² Importantly, the recent decision that good faith belief of compliance by the employer in
2 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the
3 claims for waiting time and wage statement penalties, even if wages were owed to the Class. The
4 above maximum calculations should then be realistically risk-adjusted in consideration for both the
5 risk of class certification and the risk of establishing class-wide liability on all claims. Given the
6 amount of the settlement as compared to the potential value of claims in this case and the defenses
7 asserted by Defendant, this settlement is fair and reasonable.

8
9 Procedural History of the Litigation

10 7. On July 29, 2025, Plaintiff filed with the LWDA and served on Defendant a notice
11 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
12 penalties on behalf of Aggrieved Employees for various Labor Code violations. On May 12, 2026,
13 Plaintiff filed with the LWDA and served on Defendant and amended notice to provide additional
14 information and detail about the alleged Labor Code violations. These PAGA Notices by Plaintiff
15 are attached hereto as Exhibit #3 for the Court's reference.

16 8. On August 15, 2025, Plaintiff filed a class action Complaint against Defendant in the
17 Superior Court of the State of California, County of Ventura (the "Class Action"). This Class
18 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of
19 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of
20 California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of
21 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
22 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
23 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
24 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
25 required expenses in violation of California Labor Code § 2802; and, (8) failure to pay sick pay

26
27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 wages in violation of California Labor Code §§ 201-204, 233, and 246. On October 8, 2025,
2 Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court
3 of the State of California, County of Ventura (the “PAGA Action”). Plaintiffs’ Representative
4 Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to
5 Labor Code §§ 2699, et seq. for violations of Labor Code §§ 204, 210, 226(a), 226.7, 246, 510, 512,
6 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
7 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

8 9. On May 28, 2026, Plaintiff filed a First Amended Class Action Complaint in the
9 Class Action adding all parties and claims originally filed in the PAGA Action and a claim for
10 untimely payment of wages upon termination of employment [waiting time penalties] under Labor
11 Code § 203. The First Amended Class Action Complaint is the operative complaint in the Action
12 (the “Operative Complaint”).

13 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
14 including informal discovery and the production of documents, class data, and other information,
15 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
16 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a
17 sampling of payroll data and time punch data for the Class covering 7,082 shifts for the period of
18 8/12/2024 - 10/18/2025; (3) Defendant’s wage and hour policies; (4) the employment files for the
19 Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel
20 received the data and information for the Class, which was sufficient for Plaintiff’s expert to
21 prepare the valuations of the claims for the Class.

22 11. Class Counsel has extensive experience in litigating wage and hour class actions in
23 California. The Parties have vigorously litigated the Action since inception. During the course of
24 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
25 Defendant have engaged in significant research and investigation in connection with the Action.
26 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
27 and utilized an expert to perform an analysis of the data and a valuation of the claims.

28 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a

1 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
2 documents and information in connection with the Action. On April 23, 2026, the Parties
3 participated in an all-day mediation presided over by Steve Mehta, Esq., a respected and
4 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed
5 to settle the Action based upon a mediator's proposal. The Parties then negotiated the final terms of
6 the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
7 contentious.

8 13. Although a settlement has been reached, Defendant denies any liability or
9 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
10 any purpose other than settlement, the Action is appropriate for class and/or representative
11 treatment. Defendant contends, among other things, that it has complied at all times with the
12 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
13 Defendant contends that class certification is inappropriate for any reason other than for settlement.
14 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
15 that the Action is appropriate for class certification on the basis that the claims meet the requisites
16 for class certification. Without admitting that class certification is proper, Defendant has stipulated
17 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.7.) The
18 Parties agree that certification for settlement purposes is not an admission that class certification is
19 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
20 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
21 Parties stipulate and agree that the requisites for establishing class certification with respect to the
22 Class are satisfied.

23 14. Class Counsel has conducted an investigation into the facts of the class action.
24 Informal discovery was obtained, which included the production of relevant documents and data.
25 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with
26 the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel
27 possessed sufficient information to make an informed judgment regarding the likelihood of success
28 on the merits and the results that could be obtained through further litigation. In addition, Class

1 Counsel previously negotiated settlements with other employers in actions involving nearly
2 identical issues and analogous defenses. Based on the foregoing data and their own independent
3 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
4 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
5 the Class in light of all known facts and circumstances, including the risk of significant delay,
6 defenses asserted by Defendant, and potential appellate issues.

7
8 Settlement Terms and Plan of Allocation

9 15. The Gross Settlement Amount is One Million Twenty Thousand Dollars
10 (\$1,020,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
11 of the following elements: (1) payment of the Individual Class Payments to the Participating Class
12 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
13 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
14 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
15 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
16 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

17 16. Defendant will pay the Gross Settlement Amount and all employer-side payroll taxes
18 to the Administrator within sixty-five (65) days of the Effective Date. (Agreement at ¶ 4.3.) The
19 distribution of Individual Class Payments to Participating Class Members along with the other
20 Court-approved distributions shall be made within 14 days after the Defendant funds the settlement.
21 (Agreement at ¶ 4.4.)

22 17. The amount remaining in the Gross Settlement Amount after the deduction of
23 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
24 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
25 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
26 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
27 ¶¶ 1.27 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
28 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the

1 total number of Workweeks worked by all Participating Class Members during the Class Period and
2 (b) multiplying the result by each Participating Class Member's respective Workweeks.
3 (Agreement at ¶ 3.2.4.) Workweeks will initially be based on Defendant's records, however, Class
4 Members will have the right to challenge the number of Workweeks.

5 18. Class Members may choose to opt-out of the Settlement by following the directions
6 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members
7 shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response
8 Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42,
9 7.5, 7.7.) All Class Members who do not "opt out" will be deemed Participating Class Members
10 who will be bound by the Settlement and will be entitled to receive an Individual Class Payment.
11 (Agreement at ¶ 7.5.3.) All Aggrieved Employees, including those who submit an opt-out request,
12 will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the
13 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 5.3 and 7.5.4.)
14 Finally, the Class Notice will advise the Class Members of their right to object to the Settlement
15 and/or dispute their Workweeks. (Agreement at ¶¶ 7.6, 7.7, and Ex. A.)

16 19. A Participating Class Member must cash his or her Individual Class Payment check
17 within 180 days after it is mailed. (Agreement at ¶ 4.4.1.) Any settlement checks not cashed within
18 180 days will be voided and any funds represented by such checks sent to the California State
19 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
20 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
21 (Agreement at ¶ 4.4.3.)

22 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
23 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
24 will be paid for settlement administration in an amount not to exceed \$13,000. (Agreement at ¶
25 3.2.3.) Apex Class Action provided an estimate of \$10,990 for administration expenses and a
26 Declaration of Michael Sutherland of Apex Class Action is submitted herewith verifying their
27 qualifications and this estimate.

28 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded

1 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
2 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of
3 Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶
4 3.2.2.) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
5 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2.1.)

6 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
7 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
8 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$100,000, to be allocated
9 65% (\$65,000) allocated to the LWDA PAGA Payment and 35% (\$35,000) allocated to the
10 Individual PAGA Payments.³ (Agreement at ¶ 3.2.5.) The Individual PAGA Payments will be
11 calculated by (a) dividing the amount of the Aggrieved Employees’ share of PAGA Penalties
12 (meaning \$35,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
13 during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's respective
14 PAGA Pay Period. (Agreement at ¶ 3.2.5.1.) As set forth in the accompanying proof of service, the
15 LWDA has been served with this motion and the Agreement.

16
17 Risks of Continued Litigation and Standards for Approval

18 23. Plaintiff and Class Counsel recognize the expense and length of continuing to
19 litigate and trying this Action against Defendant through possible appeals which could take several
20 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
21 especially in complex class actions such as this Action. Class Counsel is also mindful of and
22 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
23 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
24 Settlement set forth in the Agreement is in the best interest of the Class Members.

25 24. A number of defenses asserted by Defendant present serious threats to the claims of
26

27
28 ³ The 65/35 allocation is required by Labor Code § 2699, because this action filed after June 2024 and is therefore subject to the amended version of Labor Code § 2699.

1 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied
2 with all applicable Labor laws. Defendant argued that Class Members were paid for all time
3 worked and that work time was properly recorded. Defendant also argued that there was no
4 miscalculation of the regular rate as discretionary bonus compensation is not included in the regular
5 rate calculation under the law. Defendant contends that its meal and rest period policies fully
6 complied with California law and that Defendant did not fail to provide the opportunity for legally
7 required meal and rest breaks. Defendant contends that there was no failure to pay for business
8 expenses and that reimbursement was evidenced in the wage statements. Finally, Defendant has an
9 argument that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
10 weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period
11 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
12 faith and without willfulness, which if accepted would negate the claims for waiting time penalties
13 and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th
14 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
15 complete and accurate wage statement in compliance with the requirements of section 226, then it
16 has not knowingly and intentionally failed to comply with the wage statement law.") If successful,
17 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
18 Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have
19 merit and therefore present a serious risk to recovery by the Class.

20 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
21 unable to obtain a certified class and maintain the certified class through trial, and thereby not
22 recover on behalf of any employees other than themselves. At the time of the mediation, Defendant
23 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
24 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
25 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
26 wide recovery even where the class has been certified. While other cases have approved class
27 certification in wage and hour claims, class certification in this action was hotly disputed and the
28 maintenance of a certified class through trial was by no means a foregone conclusion.

1 26. This settlement is therefore certainly entitled to preliminary approval. Were this
2 case to go to trial, the Plaintiff and the other class members would need to prove, among other
3 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

4 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
5 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶
6 3.2.1.) Plaintiff performed her duties admirably by working with Class Counsel over the course of
7 litigation. At this stage, the requested service award is within the range of reasonableness for
8 purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S.
9 Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000
10 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19
11 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*,
12 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member
13 payment was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7
14 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
15 action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000
16 service award in overtime class action and a pool of \$100,000 in enhancements).

17 28. The stage of the proceedings at which this Settlement was reached also militates in
18 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
19 conducted a thorough investigation into the facts of the class action. Class Counsel began
20 investigating the Class Members' claims before the Action was filed, and during the course of
21 litigation, and Class Counsel and engaged in sufficient informal discovery to obtain necessary
22 information. Class Counsel conducted a review and analysis of the relevant documents and data
23 with the assistance of an expert. Class Counsel was also experienced with these claims, as Class
24 Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement
25 to settle did not occur until Class Counsel possessed sufficient information to make an informed
26 judgment regarding the likelihood of success on the merits and the results that could be obtained
27 through further litigation.

28 29. Based on the foregoing data and their own independent investigation and evaluation,

1 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
2 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
3 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
4 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
5 Counsel for both Parties possessed sufficient information to make an informed judgment regarding
6 the likelihood of success on the merits and the results that could be obtained through further
7 litigation.

8
9 Class Certification Issues

10 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
11 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
12 the Court may appropriately approve the Class as defined in the Agreement. This Court should
13 conditionally certify the Class for settlement purposes only, defined as follows:

14 All current or former non-exempt employees employed by Defendant in California at
15 any time during the Class Period.

16 (Agreement at ¶ 1.5.)

17 The Class Period is from August 11, 2024 through June 27, 2026. at ¶ 1.12).

18 a. **Numerosity** - Plaintiff asserts that the 499 current and former employees
19 that comprise the Class can be identified based on Defendant's records and are sufficiently
20 numerous for class certification.

21 b. **Common Issues Predominate** - Plaintiff contends that common questions of
22 law and fact are present, specifically the common questions of whether Defendant's practices were
23 lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class
24 members were lawfully compensated for all hours worked, whether Defendant miscalculated the
25 regular rate when paying wages, and whether Class Members are entitled to damages and penalties
26 as a result of these practices. Plaintiff contends that certification of this Class is appropriate
27 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a
28 result, these common questions of liability could be answered on a class wide basis. Defendant

1 disputes that common questions predominate but will not oppose such a finding for purposes of this
2 Settlement only.

3 c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement
4 is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a
5 non-exempt employee, and, like every other member of the Class, was subject to the same
6 employment practices. Plaintiff, like every other member of the Class, also claims owed
7 compensation as a result of the Defendant's allegedly uniform company policies and practices.
8 Thus, the alleged claims of Plaintiff and the members of the Class arise from the same course of
9 conduct by Defendant, involve the same issues, and are based on the same legal theories.
10 Defendant disputes that the typicality requirement is satisfied but does not oppose a finding of
11 typicality for purposes of this Settlement only.

12 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
13 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
14 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
15 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class
16 and has actively participated in the prosecution of this case to date. Plaintiff effectively
17 communicated with Class Counsel, provided documents and information to Class Counsel, and
18 participated in the investigation and resolution of the Action. The personal involvement of the
19 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
20 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
21 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
22 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
23 facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
24 adequacy of representation is satisfied.

25 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
27 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
28 experience. We have handled a number of class actions and complex cases and have acted both as

1 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
2 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
3 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
4 employment law class actions, including claims for misclassification, overtime, expense
5 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
7 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
8 adequate counsel by the courts throughout California. We have been approved as experienced class
9 counsel by both state and federal courts in California in contested class certification proceedings. A
10 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
11 settlement is defined as “all current or former non-exempt employees employed by Defendant in
12 California at any time during the Class Period.” I have reviewed my firm’s cases and representation
13 of other plaintiffs and there is no conflict or representation which would prevent my firm from
14 representing the interests of the Class this case. My firm only represents employees, and not
15 employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm’s
16 only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
17 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
18 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as
19 the claims are all against different and distinct employers. I can think of no conflict that would
20 arise in our representation of the Class and our adequate representation of the Class is evidenced by
21 the successful prosecution of the class claims to reach an excellent recovery for the Class.
22 Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the proposed
23 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied for
24 purposes of this Settlement.

25 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
26 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
27 “A” to the Agreement.) In accordance with the Agreement, Defendant will provide to the
28 Administrator a confidential electronic spreadsheet containing the Class Data. (Agreement at ¶

4.2.) Within 14 days after receiving the Class Data, the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail using the most current mailing address information available. (Agreement at ¶ 7.4.2.) The Class Notice will include a Spanish translation. (Agreement at ¶1.11.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the Administrator. . The Class Notice will explain that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 7.5, 7.7.) Class Members shall be given the opportunity to object to the Settlement and the request for attorneys' fees and expenses, and to appear at the Final Approval Hearing. (Agreement at ¶ 7.7.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Class Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA

1 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
2 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
3 class members." (LWDA Response at p.4).

4 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
5 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
6 \$926,650 and \$1,853,300 for a single violation in every one of the 18,533 pay periods at issue in the
7 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
8 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
9 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
10 per pay period but without stacking.⁴ The PAGA allocation in the Settlement is the amount of
11 \$100,000. This allocation is justified by several important considerations. First, the PAGA claim
12 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
13 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
14 Defendant argued that significant PAGA penalties would be unlikely and would be reduced under
15 such particular "circumstances" under Cal. Labor Code §2699(e)(2) and/or "would result in an
16 award that is unjust, arbitrary and oppressive, or confiscatory" under Cal. Labor Code §2699(e)(2).
17 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
18 I am aware of one trial court which has so ruled. These additional defenses present a risk to the
19 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded.
20 Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a
21 judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
22 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where Plaintiff
23 prevailed on the PAGA claim. Even if we assume that violations for all 18,533 pay periods were

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$926,650 and \$1,853,300 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed, and the recent amendments to the
PAGA statute cast further doubt on stacking of penalties.

1 established, using the valuation from *Carrington* results in a potential recovery of only \$92,665
2 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of
3 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
4 under the reasoning of the LWDA in *O'Connor v. Uber*.

5 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
6 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
7 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
8 approximately 9.8% of the total settlement value to resolve the PAGA claims applicable to the class
9 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
10 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
11 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
12 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
13 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
14 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
15 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
16 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
17 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
18 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
19 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
20 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
21 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
22 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
23 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
24 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
25 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
26 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*
27 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
28 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted

1 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
2 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
3 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
4 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
5 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
6 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
7 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
8 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
9 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
10 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
11 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
12 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
13 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
14 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
15 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
16 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
17 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
18 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
19 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
20 0.34% of \$1,450,000 settlement amount).

21
22 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
23 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
24 reasonable, and at the time of final approval, my firm will present lodestar to further support the
25 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
26 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
27 of the class action awards obtained by Class Counsel in similar employment actions throughout the
28 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total

1 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
2 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
3 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
4 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
5 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
6 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
7 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
8 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
9 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
10 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
11 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
12 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
13 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
14 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
15 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
16 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
17 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
18 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
19 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
20 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
21 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
22 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
23 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
24 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
25 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
26 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
27 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
28 *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 Technical 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 August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. 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 October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp 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-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v. Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge Carolyn M. Caietti awarded a one-third 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-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third 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 Intermodal 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.

1 35. Class Representative Service Payment - The reasonableness of the requested service
2 award is also established by reference to the amounts that other California courts have found to be
3 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
4 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
5 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
6 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
7 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
8 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
9 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
10 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
11 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
12 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
13 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
14 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
15 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
16 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
17 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
18 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
19 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
20 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
21 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
22 2011)(awarding \$10,000 service award together with additional compensation for their general
23 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
24 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
25 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
26 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
27 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
28 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 Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

36. Potentially Related Other Actions - I am not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. I have reviewed the LWDA database for PAGA claims and did not find another PAGA claim pending against Defendant, other than the PAGA Notice in this case.

37. Administration - After seeking bids from qualified administrators, the estimate from Apex Class Action was selected, as it provided for an estimate of \$10,990 to perform the settlement administration for up to 550 individuals, with any difference between the actual expenses and the

1 budget of \$13,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
2 used Apex Class Action successfully as the administrator in more than twenty class settlements in
3 the last couple years and know them to be competent and experienced. My firm has no relationship
4 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support
5 of the motion is the Declaration of Michael Sutherland of Apex Class Action which includes the
6 estimate for administration from Apex Class Action for this matter.

7
8 Service on the LWDA:

9 38. At the same time as the filing and service of this declaration, I am also serving the
10 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
11 Settlement Agreement. This service is verified by the accompanying proof of service.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 18th day of August, 2026, at La Jolla, California.

15
16 By: /s/ Kyle Nordrehaug
17 Kyle R. Nordrehaug, Esq.
18 Attorney for Plaintiff
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Matthew Kaufman (“Plaintiff”) and defendant Johnson Controls Fire Protection LP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant, captioned *Kaufman v. Johnson Controls Fire Protection LP*, Ventura County Superior Court Case No. 2025CUOE049338 (“Class Action”) and *Kaufman v. Johnson Controls Fire Protection LP*, Ventura County Superior Court Case No. 2025CUOE052363 (“PAGA Action”). In furtherance of this Agreement, Plaintiff will file an amended complaint in the Class Action that adds the claims from the PAGA Action, so that both Actions will be consolidated for settlement approval purposes, and which amended complaint expressly adds a claim for untimely payment of wages upon termination of employment (waiting time penalties) under Labor Code § 203 and applicable law.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement and as approved by the Court.
- 1.4. “Aggrieved Employee” means all current or former non-exempt employees employed by Defendant in California at any time during the PAGA Period.
- 1.5. “Class” means all current or former non-exempt employees employed by Defendant in California at any time during the Class Period.
- 1.6. “Class Counsel” means the attorneys at the law firm Blumenthal Nordrehaug Bhowmik DeBlouw LLP and Lawyers for Employee and Consumer Rights, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions and as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 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, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Members’ current mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “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 substantially the same form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from August 11, 2024 through June 27, 2026 or the date of Preliminary Approval, whichever occurs first.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Class Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Actions and providing services in support of the Actions.
- 1.15. “Court” means the Superior Court of California, County of Ventura.
- 1.16. “Defendant” means Johnson Controls Fire Protection LP.
- 1.17. “Defense Counsel” means the attorneys at the law firm Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means the date by when the later of the following have occurred: (i) notice of entry of the Court’s order of Final Approval, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (ii) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the Final Judgment has been filed, the date after such reconsideration, appeal or review is finally concluded.
- 1.19. “Final Approval” means notice of entry of the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” and “Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means \$1,020,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount is all-inclusive meaning it will be used to pay all 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 Administrator’s Expenses, all as approved by the Court, without any reversion to Defendant. However, Defendant will be separately responsible for any employer-side payroll taxes on the Individual Class Payments. In the event any amount is not approved by the Court, such amount will become part of the Net Settlement Amount and not be a basis for rescinding, objecting to, or voiding this Settlement.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to their respective 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 their respective number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under the Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, divided by two, pursuant to Labor Code section 2699(o).

- 1.30. “PAGA Period” means the period from August 11, 2024 through June 27, 2026 or the date of preliminary approval, whichever occurs first.
- 1.31. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means Plaintiff’s July 29, 2025 letter and May 12, 2026 letter to Defendant and the LWDA, and any subsequent amendments thereto, providing notice pursuant to Labor Code section 2699.3, subd. (a), as amended. In furtherance of this Agreement, Plaintiff will submit an amended PAGA Notice that adds a claim for untimely payment of wages upon termination of employment (waiting time penalties) under Labor Code § 203 and applicable law.
- 1.33. “PAGA Penalties” means \$100,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to the LWDA in settlement of PAGA claims, as approved by the Court.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Matthew Kaufman, the named plaintiff in the Actions.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means Defendant and its former and present insurers, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, owners, members, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 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 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members

may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice is 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 Actions effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On August 15, 2025 Plaintiff commenced the Class Action by filing a complaint alleging various wage-and-hour violations. Plaintiff asserted the claims in his individual capacity and as a class representative. On November 18, 2025, Plaintiff filed a First Amended Complaint that narrowed the class period to August 11, 2024 through a date as determined by the Court.

2.2. On October 8, 2025, Plaintiff initiated the PAGA Action by filing a complaint that also alleged various wage-and-hour violations and sought penalties under PAGA.

2.3. On April 23, 2026, the Parties participated in an all-day mediation presided over by Steve Mehta, Esq. which led to this Agreement to settle the Actions. The claims discussed and negotiated at mediation included, among other things: failure to pay wages (including minimum, regular, and overtime wages including without limitation those based on alleged rounding violations, off-the-clock time, reporting time pay violations, sick pay violations, prevailing wage violations, and vacation pay violations); regular rate of pay violations for overtime, meal and rest period premiums, and sick pay; failure to provide meal periods, failure to permit rest breaks, failure to provide accurate itemized wage statements, failure to pay wages timely during employment, failure to pay all wages due upon separation of employment; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of California Business and Professions Code Sections 17200 *et seq.* (“Claims”).

2.4. On May 12, 2026, the Parties filed a stipulation to amend the complaint in the Class Action and add the claims alleged in the PAGA Action, as well as a claim for untimely payment of wages upon termination of employment [waiting time penalties] under Labor Code § 203 and applicable law. The Second Amended Complaint in the Class Action is referred to as the “Operative Complaint.”

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

2.6. Prior to mediation, Plaintiff obtained through formal and informal discovery Defendant’s employment policies, and Class Members’ timekeeping and payroll

records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

- 2.7. 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 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 reserve all available defenses to the claims in the Action.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting class and/or PAGA claims that will be extinguished or affected by this Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay \$1,020,000.00 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Under no circumstances, except as otherwise provided by Paragraph 8 below, shall Defendant be required to pay more than the Gross Settlement Amount and its employer-side payroll taxes.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court at Final Approval:
- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of up to \$10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). 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.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$340,000 and a Class Counsel Litigation Expenses Payment of up to \$30,000. Defendant will not oppose requests for these payments provided that they 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 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The payment of the Class Counsel Fees Payment shall be made as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Lawyers for Employee and Consumer Rights, APC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- 3.2.3. To the Administrator: An Administration Expenses Payment of up to \$13,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$13,000, the Administrator will retain the remainder in the Net Settlement Amount. If a larger Administration Expenses Payment is approved by the Court, such larger amount will still be paid from the Gross Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's respective Workweeks.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage

withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 65% (\$65,000.00) allocated to the LWDA PAGA Payment and 35% (\$35,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties (meaning \$35,000) 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 respective PAGA Pay Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. If the Court requires a higher allocation of the Gross Settlement Amount to PAGA Penalties, then such amount will still be paid from the Gross Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Members and Class Workweeks. Defendant estimates there are 499 Class Members who collectively worked a total of approximately 37,065 Workweeks, as of April 23, 2026 and 499 Aggrieved Employees who worked a total of 18,532.50 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of 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 the Administrator if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon

as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 65 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/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 date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all 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.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned 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.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES 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, the LWDA, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release. In addition to the releases below, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences, known or unknown, arising out of or relating in any way to Plaintiff's employment, including, but not limited to those under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Actions or not, including but not limited to any claims under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended) or any Industrial Welfare Commission Wage Order, and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("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, 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.

5.1.1. Plaintiff's Waiver of Rights Under California 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read this Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement or with regard to any facts now unknown to Plaintiff relating thereto. Plaintiff further acknowledges this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

- 5.2. Release by Participating Class Members: Plaintiff and 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 all claims, causes of action, and primary rights arising during the Class Period based on the facts that were alleged in the Operative Complaint, including those for all wages, damages, penalties, interest, unpaid costs, liquidated damages, attorney's fees, litigation costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action or legal theories of relief, including without limitation, all claims based on the facts alleged in the Operative Complaint under the California Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for failure to pay wages (including minimum, regular, and overtime wages including without limitation those based on alleged rounding violations, off-the-clock time, reporting time pay violations, sick pay violations, prevailing wage

violations, and vacation pay violations); regular rate of pay violations for overtime, meal and rest period premiums, and sick pay; failure to provide meal periods, failure to permit rest breaks, failure to provide accurate itemized wage statements, failure to pay wages timely during employment, failure to pay all wages due upon separation of employment; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of Business and Professions Code Sections 17200 *et seq* (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- 5.3. PAGA Release by Aggrieved Employees: Plaintiff, LWDA, and all Aggrieved Employees 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 all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the Operative Complaint and the PAGA Notice, and any amendments thereto, which occurred during the PAGA Period (“Released PAGA Claims”).

- 6. MOTION FOR PRELIMINARY APPROVAL.** Within 30 calendar days after execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval (“Motion”) and supporting papers, which shall include this Agreement and which shall comply with all applicable rules for such Motion. Plaintiff will provide Defendant with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

- 6.1. As a condition of Settlement, Plaintiff has agreed to file, and did file, a Second Amended Complaint and amended PAGA Notice that clarified and added claims for unpaid regular wages (including prevailing wages, reporting time pay, paid sick leave, and vacation wages) and unreimbursed business expenses.
- 6.2. Within 14 days of the full execution of this Agreement, Defense Counsel 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. In the declaration, Defense Counsel shall aver that they are not aware of any other pending matter or action asserting class and/or PAGA claims that will be extinguished or adversely affected by the Settlement. In this declaration, Defense Counsel shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.
- 6.3. 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 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; (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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. 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.

- 6.4. Duty to Cooperate. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Agreement and obtain preliminary and final approval of the Agreement. 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, by Zoom or similar means, 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, by Zoom or similar means, or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected _Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action 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 to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notice 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 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.

- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1 and provide a W-9 form, wire instructions, and any other necessary tax forms for funding, to Defense Counsel at least 50 days prior to the funding deadline.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 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, 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.
 - 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the

Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received 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.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (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. To be valid, the Request for Exclusion must include the Class Member's full name; current mailing address; current email address or telephone number; and his/her signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member; shall not receive an Individual Class Payment; will not have the right to object to the class action components of

the Settlement; and will not be bound by the release under Paragraph 5.2. Regardless of whether they submit a Request for Exclusion, however, Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the objection will be accepted and Request for Exclusion will be void, regardless of which was submitted first.

- 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (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, and must provide any supporting documentation to the Administrator. 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 as 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 of the challenges.

7.7. Objections to Settlement.

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

- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. The objection should be signed and include the Participating Class Member's full name, current address, current telephone number or email address, and signature for verification purposes, and describe why they believe the Settlement is unfair and whether they intend to appear at the final approval hearing. Participating Class Members may also or alternatively 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- 7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a

Request for Exclusion and an objection, only the objection will be accepted and Request for Exclusion will be void, regardless of which one was submitted first.

7.7.4. Class Members have no right to object to the PAGA components of the Settlement, as the LWDA is the real party in interest under PAGA.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the 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.

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

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

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

or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE If the number of total Workweeks during the Class Period exceeds 37,065 by more than 10% (i.e., exceeds 40,772 Workweeks), the Gross Settlement Amount will increase proportionately by the amount it exceeds 10%. For example, if the number is 11% higher, the Gross Settlement Amount shall increase by 1%. In the alternative, if the number of total Workweeks during the Class Period exceeds 37,065 by more than 10% (i.e., exceeds 40,772 Workweeks), Defendant may elect to shorten the end date of the Class Period and PAGA Period to a date before the escalator is triggered. However, Defendant shall make this election before the Administrator sends the Class Notice to the Class Members pursuant to Section 7.4.2.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

9.1. Response to Objections. Each Party retains the right to respond to any objection, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. 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 the 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 and shall not be grounds for rescinding, objecting to, or voiding this Agreement.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.

9.5. 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. 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 a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

- 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the 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 enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the 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).
- 11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3. Entire Agreement. This Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.
- 11.4. 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.
- 11.5. 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.
- 11.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 11.7. No 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.
- 11.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.10. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.11. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15. 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:

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Norman B. Blumenthal
Kyle R. Nordrehaug
AJ Bhowmik

aj@bamlawca.com
2255 Calle Clara
La Jolla, California 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232

To Defendant:

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Marlene M. Moffitt
marlene.moffitt@ogletree.com
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122
Tel : (858) 652-3110
Fax : (858) 652-3101

- 11.16. 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 counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

AGREED AS TO FORM AND CONTENT BY PLAINTIFF AND DEFENDANT:

Date: 05/14/2026

PLAINTIFF MATTHEW KAUFMAN

Matthew Kaufman

Matthew Kaufman (May 14, 2026 09:21:59 PDT)

Matthew Kaufman

Date: 05/27/2026

DEFENDANT JOHNSON CONTROLS
FIRE PROTECTION LP

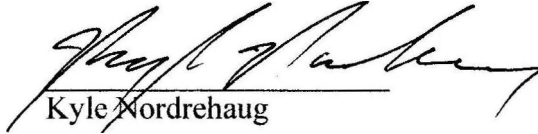
[Signature]

By: Richard C. Slack / Interim RVP

AGREED AS TO FORM BY COUNSEL:

Date: 5/14/26

BLUMENTHAL NORDREHAUG
BHOWMIK DEBLOUW LLP



Kyle Nordrehaug
AJ Bhowmik
Attorneys for Plaintiff

Date: _____

LAWYERS FOR EMPLOYEE AND
CONSUMER RIGHTS, APC

Robert Byrnes
Attorneys for Plaintiff

Date: _____

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

Marlene M. Moffitt
Attorneys for Defendant

COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND

HEARING DATE FOR FINAL COURT APPROVAL

(*Kaufman v. Johnson Controls Fire Protection LP*, Ventura County Superior Court Case No. 2025CUOE049338 and *Kaufman v. Johnson Controls Fire Protection LP*, Ventura County Superior Court Case No. 2025CUOE052363)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Johnson Controls Fire Protection LP (“Defendant”) for alleged wage and hour violations. The Action was filed by employee Matthew Kaufman (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendant in California during the Class Period (defined as August 11, 2024 to _____) and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (defined as August 11, 2024 to _____) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, among other things, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, **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 receive may be different and will depend on a number of factors including tax withholdings and the number of employees participating in the Settlement. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	You don't have to take any action to be part of the settlement. If you do nothing, you will be a Participating Class Member and remain eligible for an Individual Class Payment and an Individual PAGA Payment (if any). After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 5 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and in exchange the Aggrieved Employees will release PAGA claims as detailed below, regardless of whether they opt-out of the class portion of the Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to the proposed Settlement. See Section 6 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 Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009, in Department 44 before Judge _____. This hearing may change as explained below in Section 7. 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 6 of this Notice.
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by _____, 2026	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you 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 4 of this Notice

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

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating various California employment laws including without limitation failure to pay wages (including minimum, regular, and overtime wages including without limitation those based on alleged rounding violations, off-the-clock time, reporting time pay violations, sick pay violations, prevailing wage violations, and vacation pay violations); regular rate of pay violations for overtime, meal and rest period premiums, and sick pay; failure to provide meal periods, failure to permit rest breaks, failure to provide accurate itemized wage statements, failure to pay wages timely during employment, failure to pay all wages due upon separation of employment; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of California Business and Professions Code Sections 17200 *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

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

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

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering

the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

A. Defendant Will Pay \$1,020,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed pay an “all in” amount to the Administrator of \$1,020,000 to fund the Settlement. The Administrator will use the Gross Settlement to pay all Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to the California Labor and Workforce Development Agency (“LWDA”).

B. Payments from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following payments from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

i. Up to \$340,000 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. The attorneys’ fees awards shall be allocated as follows: 75% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 25% to Lawyers for Employee and Consumer Rights, APC. To date, Class Counsel have worked and incurred expenses on the Action without payment.

ii. Up to \$10,000.00 as a Class Representative Service Payment for litigating the Action, working with Class Counsel, and representing the Class.

iii. Up to \$13,000 to the Administrator for services administering the Settlement.

iv. Up to \$100,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

C. Net Settlement Distributed to Class Members. After making the above payments in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (called the “Net Settlement”) as Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The Administrator may distribute your Individual Class Payment and Individual PAGA Payment by way of a single check that combines both payments.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interest, penalties, etc. (“Non-Wage Portion”). The Wage Portion

is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

E. Deadline to Deposit or Cash Payment Checks. Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall pay all funds from such uncashed checks to the California State Controller's Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

F. Conditions to Settlement. The Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment. 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 those instances the Settlement will be void; Defendant will not pay any money; no settlement payments will be made; and no releases will be effective.

G. Administrator. The Court has appointed a neutral third party company, _____, ("Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

H. Participating Class Members' Release. After Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opt out by validly and timely excluding yourself from the Class Settlement, you will be bound by the following release:

Plaintiff and 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 all claims, causes of action, and primary rights arising during the Class Period based on the facts that were alleged in the Operative Complaint, including those for all wages, damages, penalties, interest, unpaid costs, liquidated damages, attorney's fees, litigation costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action or legal theories of relief, including without limitation, all claims based on the facts alleged in the Operative Complaint under the California Labor Code, Industrial Welfare Commission Wage Orders, and applicable law for failure to pay wages (including minimum, regular, and overtime wages including without limitation those based on alleged rounding violations, off-the-clock time, reporting time pay violations, sick pay violations, prevailing wage violations, and vacation pay violations); regular rate of pay violations for overtime, meal and rest period premiums, and sick pay; failure to provide meal periods, failure to permit rest breaks, failure to provide accurate

itemized wage statements, failure to pay wages timely during employment, failure to pay all wages due upon separation of employment; failure to keep requisite payroll records; failure to reimburse business expenses; and violation of Business and Professions Code Sections 17200 et seq (“Released Class Claims”). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

I. Aggrieved Employees’ PAGA Release. After Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant as set forth in the Settlement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, will be bound by the following release:

4. Plaintiff, LWDA, and all Aggrieved Employees 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 all claims for PAGA penalties asserted or that could have been asserted arising out of the facts alleged in the Operative Complaint and the PAGA Notice, and any amendments thereto, which occurred during the PAGA Period. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$35,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records and taking into account leaves of absence, gaps in employment and vacations, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax and providing any supporting documentation. Section 8 of this Notice has the Administrator’s contact information.

The Administrator will send you a check for the amount of your payment by U.S. mail. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the administrator as soon as possible.

5. HOW DO I OPT-OUT OF THE CLASS 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 receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows. Regardless of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the release of PAGA claims if you are an Aggrieved Employee and will receive an Individual PAGA Payment in exchange for such release.

To opt out, you must submit to the Administrator, by First Class Mail, fax or email, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Administrator is _____; Fax: _____; Email: _____. The request for exclusion must state in substance that the Class Member has read this Notice and he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Kaufman v. Johnson Controls Fire Protection LP*. The request for exclusion must contain your full name, current address, current telephone number or email address, and signature for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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.

6. HOW DO I OBJECT TO THE SETTLEMENT?

If you have not opted out and believe the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections may be in writing and state your full name, current address, current telephone number or email address, signature, and last four digits of your Social Security Number for verification purposes, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence should also state the name of the case, which is *Kaufman v. Johnson Controls Fire Protection LP*. Regardless of whether you submit a written objection, you may also appear at the final approval hearing (described in Section 9 below) and object.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered, faxed, emailed or mailed to the Administrator no later than _____. The address for the Administrator is in Section 8 below.

Alternatively, you can object by attending (or hiring a lawyer at your own cost to attend for you) the Final Approval Hearing.

7. WHEN IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on _____ at (time) in Department 44 of the Ventura County Superior Court, located at 800 South Victoria Avenue, Ventura, California 93009. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <http://www.ventura.courts.ca.gov/>.. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel. The hearing may be rescheduled by the Court without further notice to you. Check the Court's website for the most current information.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court's website by going to (<https://www.ventura.courts.ca.gov/case-inquiry.html>) and entering the Case Number for the Action, 2025CUOE049338.

DO NOT TELEPHONE THE SUPERIOR COURT ABOUT THIS NOTICE OR THE SETTLEMENT.

Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

Settlement Website:

Class Counsel:

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Kyle Nordrehaug

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La Jolla, California 92037

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Defense Counsel:

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T: 858-652-3110

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9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund https://www.sco.ca.gov/Files-UPD/guide_upd_claiming.pdf for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

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

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

On or about May 27, 2026, the Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) was entered into by and between plaintiff Matthew Kaufman (“Plaintiff”) and defendant Johnson Controls Fire Protection LP (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

Pursuant to section 11.8 of the Agreement, the Parties hereby replace sections 2.1, 2.4 and 6.1 of the Agreement with the following:

2. RECITALS.

2.1. On August 15, 2025, Plaintiff commenced the Class Action by filing a complaint alleging various wage-and-hour violations. Plaintiff asserted the claims in his individual capacity and as a class representative.

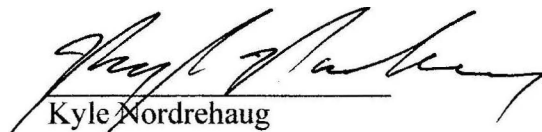
2.4 On May 12, 2026, the Parties filed a stipulation to amend the complaint in the Class Action and add the claims alleged in the PAGA Action, as well as a claim for untimely payment of wages upon termination of employment [waiting time penalties] under Labor Code § 203 and applicable law. The stipulation was approved by the Court. Therefore, on May 28, 2026, Plaintiff filed a First Amended Complaint. The First Amended Complaint in the Class Action is referred to as the “Operative Complaint.”

6. MOTION FOR PRELIMINARY APPROVAL. Within 30 calendar days after execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval (“Motion”) and supporting papers, which shall include this Agreement and which shall comply with all applicable rules for such Motion. Plaintiff will provide Defendant with a draft of the Motion at least five (5) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

6.1 As a condition of Settlement, Plaintiff has agreed to file, and did file, a First Amended Complaint and amended PAGA Notice that clarified and added claims for unpaid regular wages (including prevailing wages, reporting time pay, paid sick leave, and vacation wages) and unreimbursed business expenses.

Date: 6/16/26

BLUMENTHAL NORDREHAUG
BHOWMIK DEBLOUW LLP



Kyle Nordrehaug

On behalf of Plaintiff Matthew Kaufman

Date: _____

LAWYERS FOR EMPLOYEE AND
CONSUMER RIGHTS, APC



Robert Byrnes
Collete Mahon
Attorneys for Plaintiff
On behalf of Plaintiff Matthew Kaufman

Date: June 19, 2026

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.



Marlene M. Moffitt
On behalf of Attorneys for Defendant
Johnson Controls Fire Protection LP

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

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Admitted: 2013, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

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); Coshov 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)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior

Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEBCMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-CU-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v.

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AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx

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 County 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; Canada 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; Porrás 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. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, 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 Court, 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 AI 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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1009

July 29, 2025
CA3721

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Johnson Controls Fire Protection LP
Certified Mail #9589071052700057738052
CT Corporation System
Amanda Garcia
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 204, 210, 226(a), 226.7, 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), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Matthew Kaufman (“Plaintiff”) and all other Aggrieved Employees of Johnson Controls Fire Protection LP (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Johnson Controls Fire Protection LP in California, including any employees staffed with Johnson Controls Fire Protection LP by a third party, and classified as non-exempt employees during the time period of July 29, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in California since February of 2015. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

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Plaintiff is employed by Defendant as a Field/Service Technician and has worked at various job locations in California, including Ventura County. Throughout Plaintiff's employment and during the PAGA Period, Plaintiff and other Aggrieved Employees are often unable to receive compliant meal breaks and rest breaks, which are regularly interrupted by phone calls regarding work issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees are often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Despite these regularly occurring violations, Plaintiff's wage statements indicate that during the PAGA Period he has not been paid any meal or rest break penalty payments. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated December 27, 2024, showing that in 2024 **NO** meal break premiums were paid and **NO** rest break premiums were paid by Defendant to Plaintiff.

In addition, Plaintiff has worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff is regularly interrupted with work issues during meal breaks and rest breaks which results in unpaid off the clock work. Also, Plaintiff is required to log into an application on his cell phone each day before his shift to find out where he will be working that day but Defendant will not pay him until 45 minutes has passed. In other words, by logging into the application to ascertain his workplace location for the day, Plaintiff has started his workday but is not officially on the clock until 45 minutes has passed, resulting in unpaid wages.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous in this regard as a result of the non-payment and/or underpayment of meal and rest break penalties and the failure to pay for all the off the clock work. Defendant also failed to timely provide Plaintiff and other Aggrieved Employees with their wages by paying them wages in a pay period that were earned in prior pay periods, and well after thirty days had passed. See **Exhibit #2** which is a true and correct copy of Plaintiff's wage statement for the time period April 6, 2025 through April 12, 2025 (**"The following earnings from prior pay periods are being paid in this period and included in the Earnings on page 1 (bolded lines)."**)

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example, the wage statements fail to identify the correct number of hours worked since Defendant

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fails to record the time Plaintiff spends working during meal breaks & rest breaks and the 45 minutes after Plaintiff logs into his application to find out his work location for the day.

In addition, Defendant fails to include all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff's correct overtime rate during certain pay periods. For example, Plaintiff received a non-discretionary \$50 commission payment during the pay period April 6, 2025 through April 12, 2025 and, during that same pay period, Plaintiff worked overtime, but the commission payment was not included in Plaintiff's regular rate for purposes of calculating his correct overtime rate during that pay period. Plaintiff was underpaid overtime as a result. See **Exhibit #2**. Similarly, during the pay period December 22, 2024 through January 4, 2025, Plaintiff received \$245 of "On Call" pay but this payment was not included in Plaintiff's regular rate for purposes of calculating his correct overtime during that pay period. Attached as **Exhibit #3** are true and correct copies of Plaintiff's wage statements for the time period December 22, 2024 through January 4, 2025. Again, Plaintiff was underpaid overtime as a result. See also **Exhibit #4** which is a true and correct copy of Plaintiff's wage statement for the time period March 16, 2025 through March 22, 2025 where a commission payment referred to as "C - (TechRepC)" is not included in the regular rate during a pay period where Plaintiff earned overtime. This failure to include all non-discretionary incentive wages into Plaintiff's regular rate, also was a violation of Cal. Lab code section 510.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, as set forth above, Plaintiff was required to log into an application on his cell phone to find out where he would be working that day and also received communications on his cell phone on a regular basis regarding work-related issues. Plaintiff was not reimbursed the reasonable expenses he incurred using his cell phone for Defendant's benefit.

Defendant also failed to comply with California's paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to commissions and "On Call" payments from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously

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prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo R. Ehmann

Ricardo R. Ehmann, Esq.

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WRITERS EXT:
1005

May 12, 2026
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VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Johnson Controls Fire Protection LP
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AMENDED NOTICE FOR CASE NO. LWDA-CM-1115135-25

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 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), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Matthew Kaufman (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Johnson Controls Fire Protection LP (“Defendant”). Plaintiff originally sent a PAGA Notice on July 29, 2025 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, et seq. This Amended Notice is intended to amend the original PAGA Notice to provide additional information regarding Plaintiff's claims.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Johnson Controls Fire Protection LP in California, including any employees staffed with Johnson Controls Fire Protection LP by a third party, and classified as non-exempt employees during the time period of July 29, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff has been employed by Defendant in

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California since February of 2015. Plaintiff has at all times been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, for businesses expenses incurred but not reimbursed, and failed to timely provide wages when due.

Plaintiff is employed by Defendant as a Field/Service Technician and has worked at various job locations in California, including Ventura County. Throughout Plaintiff's employment and during the PAGA Period, Plaintiff and other Aggrieved Employees are often unable to receive compliant meal breaks and rest breaks, which are regularly interrupted by phone calls regarding work issues. As a result, during the PAGA period Plaintiff and other Aggrieved Employees are often unable to take compliant meal breaks and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Despite these regularly occurring violations, Plaintiff's wage statements indicate that during the PAGA Period he has not been paid any meal or rest break penalty payments. Attached as **Exhibit #1** is a true and correct copy of Plaintiff's wage statement dated December 27, 2024, showing that in 2024 **NO** meal break premiums were paid and **NO** rest break premiums were paid by Defendant to Plaintiff.

In addition, Plaintiff has worked while off the clock which has resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. For example, as set forth above, Plaintiff is regularly interrupted with work issues during meal breaks and rest breaks which results in unpaid off the clock work. Also, Plaintiff is required to log into an application on his cell phone each day before his shift to find out where he will be working that day but Defendant will not pay him until 45 minutes has passed. In other words, by logging into the application to ascertain his workplace location for the day, Plaintiff has started his workday but is not officially on the clock until 45 minutes has passed, resulting in unpaid wages.

Pursuant to Labor Code § 204 & 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. The violations by Defendant were numerous in this regard as a result of the non-payment and/or underpayment of meal and rest break penalties and the failure to pay for all the off the clock work. Defendant also failed to timely provide Plaintiff and other Aggrieved Employees with their wages by paying them wages in a pay period that were earned in prior pay periods, and well after thirty days had passed. See **Exhibit #2** which is a true and correct copy of Plaintiff's wage statement for the time period April 6, 2025 through April 12, 2025 (**"The following earnings from prior pay periods are being paid in this period and included in the**

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Earnings on page 1 (bolded lines).”

Additionally, Plaintiff and the Aggrieved Employees are paid on an hourly basis. Therefore, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Plaintiff alleges that Defendant fails to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). The wage statements Defendant provides to Plaintiff and the Aggrieved employees are not accurate because, for example, the wage statements fail to identify the correct number of hours worked since Defendant fails to record the time Plaintiff spends working during meal breaks & rest breaks and the 45 minutes after Plaintiff logs into his application to find out his work location for the day.

In addition, Defendant fails to include all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiff’s correct overtime rate during certain pay periods. For example, Plaintiff received a non-discretionary \$50 commission payment during the pay period April 6, 2025 through April 12, 2025 and, during that same pay period, Plaintiff worked overtime, but the commission payment was not included in Plaintiff’s regular rate for purposes of calculating his correct overtime rate during that pay period. Plaintiff was underpaid overtime as a result. See **Exhibit #2**. Similarly, during the pay period December 22, 2024 through January 4, 2025, Plaintiff received \$245 of “On Call” pay but this payment was not included in Plaintiff’s regular rate for purposes of calculating his correct overtime during that pay period. Attached as **Exhibit #3** are true and correct copies of Plaintiff’s wage statements for the time period December 22, 2024 through January 4, 2025. Again, Plaintiff was underpaid overtime as a result. See also **Exhibit #4** which is a true and correct copy of Plaintiff’s wage statement for the time period March 16, 2025 through March 22, 2025 where a commission payment referred to as “C - (TechRepC)” is not included in the regular rate during a pay period where Plaintiff earned overtime. This failure to include all non-discretionary incentive wages into Plaintiff’s regular rate, also was a violation of Cal. Lab code section 510.

Plaintiff was also not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, as set forth above, Plaintiff was required to log into an application on his cell phone to find out where he would be working that day and also received communications on his cell phone on a regular basis regarding work-related issues. Plaintiff was not reimbursed the reasonable expenses he incurred using his cell phone for Defendant’s benefit.

Defendant also failed to comply with California’s paid sick leave laws with respect to Plaintiff and other Aggrieved Employees in violation of California Labor Code

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Section 246. Due to Defendant's policy and practice of not including some forms of non-discretionary wages, including but not limited to commissions and "On Call" payments from the regular rate of pay, Plaintiff believes and alleges that Defendant underpaid sick pay at only Plaintiff's and Aggrieved Employees' base hourly rate instead of regular rate of pay.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment, in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 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), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This amended notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Piya Mukherjee*

Piya Mukherjee, Esq.