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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

vs.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE No. **CVRI2405838**

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

Hearing Date: October 30, 2026
Hearing Time: 8:30 a.m.
[*Hearing scheduled by Order dated July 1, 2026*]

Judge: Hon. Harold W. Hopp
Dept: 1

Date Filed: October 17, 2024
Trial Date: Not set

I, KYLE NORDREHAUG, declare as follows:

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

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

3. Summary of the Proposed Settlement.

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

"Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Metal Container (MCC) LP ("Defendant") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Nine Hundred Seventy-Five Thousand Dollars ($975,000) (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 1.21.)

(b) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks

(e) **CMO ¶G(7) and G(8) - Exclusions and Objections** - Class Members were sent the Court approved Class Notice using the procedure approved by the Court by mailing the notice packets after

updating class members' addresses using the National Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any forwarding address provided or updated address located. *See* forthcoming Declaration of Madely Nava ("Nava Decl.").[1] Class Members were provided with the opportunity to exclude themselves or "opt out." Currently, there have been **no objections and only 1 request for exclusion**. As such, currently, almost the entire Class (99.6%) will participate in the Settlement and will be sent a settlement check. All Aggrieved Employees will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

(f) **CMO ¶G(3)(c)(i) - Uncashed Checks** - A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"), which is proposed to be Legal Aid at Work. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

(g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration in an amount not to exceed $8,789. (Agreement at ¶ 3.2(c).) The final Administration Expenses Payment will be set forth in the Nava Decl.

(h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed $42,000. (Agreement at ¶ 3.2(b).) Subject to

[1] The Response Deadline for Class Members to exclude themselves from the settlement is October 27, 2026, which is after this Motion's filing deadline. Following the Response Deadline, Plaintiffs will file the Nava Decl., which will provide a detailed analysis from the Administrator.

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

(i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are $20,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(m), the PAGA Payment shall be allocated as follows: 65% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 35% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods.[2] (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at $975,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated July 1, 2026, the approved Class Notice has been disseminated to the Class. The reaction of the

[2] The Agreement initially provided for a 75/25 allocation, but because of the fact that the PAGA claim was initiated after June 19, 2024, the Parties have corrected this error by stipulating to a correction of this allocation to 65/35 under the current version of Labor Code § 2699(m). This stipulation to correct this allocation is attached to the end of Exhibit #1.

Class unequivocally supports approval of the Settlement. On August 28, 2026, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. *See* forthcoming Nava Decl. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Currently, there have been **no objections and only 1 request for exclusion**. As such, currently, almost the entire Class (99.6%) will participate in the Settlement and will be sent a settlement check. The final details of the Administration process will be detailed in the forthcoming Nava Decl. to be filed in advance of this hearing after the response deadline has passed

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

6. Procedural History of the Litigation

(a) On July 10, 2023, Plaintiff John Dedet filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice by Plaintiff Dedet specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,

Section 11070(14) (Failure to Provide Seating), and violation of the applicable Wage Order(s). The PAGA Notices submitted by Plaintiffs were submitted in support of the Motion for Preliminary Approval.

(b) On September 20, 2024, Plaintiff Sanner filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the "Sanner Class Action"). Plaintiff Sanner's Class Action Complaint asserted claims against Defendant for: (a) Failure to pay overtime wages; (b) Failure to pay minimum wages; (c) Failure to provide required meal periods; (d) Failure to provide required rest periods; (e) Waiting time penalties; (f) Wage Statement Violations; (g) Failure to timely pay wages; (h) Failure to indemnify; (I) Violation of Labor Code 227.3; and (j) Unfair Competition. On October 30, 2024, Defendant removed Sanner Class Action to the United States District Court for the Central District of California. On February 14, 2024, Plaintiff Dedet filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Riverside against Defendant (the "Dedet PAGA Action"). Plaintiff Dedet's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

(c) On December 29, 2025, Plaintiffs filed a First Amended Class and Representative Action Complaint in this Action adding claims and parties in the Sanner Class Action, and names Plaintiff Dedet as a class representative. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

(e) **CMO ¶G(3)(a)(v) - Investigation -** Over the course of litigation, the Parties engaged in the investigation of the claims, including informal discovery, and the production of hundreds of pages of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data sampling for the class covering 53 employees, 28,562 shifts worked and 7,834 workweeks; (3) Defendant's wage and hour policies; (4) the

employment file for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

(f) Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have intelligently litigated the Action since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have engaged in significant research and investigation in connection with the Action. Plaintiffs obtained both formal and informal discovery and the production of relevant documents and data from the Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of the claims

(g) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On April 24, 2025, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

(h) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendant has stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.15). The Parties agree that certification for settlement purposes is not

an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

(i) Class Counsel has conducted an investigation into the facts of the class action. Informal discovery was obtained, which included the production of thousands of pages documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues

7. History of Settlement Discussions

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

(b) The Parties attended an arms-length mediation session with Louis Marlin, Esq., a respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and employment data and other information regarding the Class Members, various internal documents, and other compensation

and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. Following the all-day mediation session, with after arms' length negotiations both during and after the mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

(c) From June 2025 to December 2025, the settlement agreement and exhibits thereto were finalized and executed. On February 19, 2026, the Court requested Plaintiffs address certain issues identified in Plaintiffs' Motion for Preliminary Approval. On February 27, 2026, Plaintiffs filed a Supplemental Declaration of Kyle Nordrehaug, which addressed the issues raised by the Court. On March 9 2026, the Court issued a Tentative Ruling to granted Plaintiffs' Motion for Preliminary Approval, but requested Plaintiffs revise the proposed order to require Administrator to redact the social security numbers on any forms filed with the Court as part of the Motion for Final Approval. Shortly thereafter, Plaintiffs filed a revised proposed order, and on July 8, 2026, the Court entered the Preliminary Approval Order, preliminarily finding the settlement to be fair, adequate, and reasonable to the Class.

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

8. <u>The outcome of this case would have been uncertain and fraught with risks.</u>

(a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded and compensated. Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that the payment of meal period premiums is evidence of its lawful policies and practices. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value,

and class certifiability as to the meal and rest period claims. Defendant also argues that based on their facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

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

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

post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

(d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. Based upon 257 Class Members who collectively worked 35,696 workweeks, the Gross Settlement Amount provides an average value of $3,793 per Class Member and $27 per workweek and after deductions, the Net Settlement Amount provides an average recovery of $2,128.72 per Class Member and a recovery of $15.38 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be $336,004 for the alleged unpaid sick pay and meal premiums as a result of the miscalculation of the regular rate, $2,250,348 for the alleged unpaid wages due to off-the-clock work at 1 hour per week, $985,049 for alleged meal period damages based upon a 17.2% potential violation rate for shifts observed in the time records and after deduction of meal premiums paid by Defendant, and $1,063,256 for alleged rest period damages based upon the same 17.2% potential violation rate observed for meal breaks, $53,245 for alleged unreimbursed business expenses for personal cell phone usage at $5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of $6,678,298. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of $1,474,527, and potential maximum wage statement penalties were $904,650.[3] Defendant vigorously disputed Plaintiffs' calculations and

[3] While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs 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 Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584

exposure theories. Consequently, the Gross Settlement Amount of $975,000 represents more than 14.5% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.[4] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims as discussed in more detail in paragraph 6(a) of the Declaration of Nordrehaug. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.[5] Clearly, the goal of this litigation has been met.

(e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial defenses both to liability and to class certification. The maximum and average class member allocation will be set forth in the forthcoming Nava Decl. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

(f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would

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(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.").

[4] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs' Motion for Preliminary Approval.

[5] See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a settlement where the settlement amount constituted approximately 25% of the estimated overtime damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%" of maximum valuation).

prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe in the merits of the claims, Defendant have asserted real and substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiffs' case and the risk of establishing class wide liability and damages.

ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD

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

(a) Class Counsel successfully negotiated a class action settlement which provides for a common fund settlement to be paid by Defendant to the Class in the amount of Nine Hundred Seventy-Five Thousand Dollars ($975,000). (Agreement at ¶¶ 1.21 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

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

Created for the Benefit of the Class

(a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third of the Gross Settlement Amount of $975,000, which equals $325,000 for attorneys' fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed $42,000. Finally, Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of $15,000 each as their service awards under the Agreement.

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

(c) There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate. This case was litigated on a contingent basis for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class certification. Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

(d) Here, the contingent nature of the fee award, both from the point of view of eventual settlement and the point of view of establishing eligibility for an award, also warrant the requested fee award. A number of difficult issues, the adverse resolution of any one of which could have doomed the successful prosecution of the action, were present here. Attorneys' fees in this case were not only contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their

efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier approved in other cases.

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

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

(g) To represent the Class on a contingent fee basis, Class Counsel also had to forego compensable hourly work on other cases to devote the necessary time and resources to this contingent case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent fee work in this case which could potentially have paid nothing.

(h) Class Counsel were required to advance all costs in this litigation. Especially in this type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel advanced more than $23,000 in costs which could not have been recovered if this case had been lost. Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on

Plaintiffs also support the requested awards.

(i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure." *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to $325,000 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing records for Class Counsel evidence that through October 6, 2026, Class Counsel's total combined lodestar is $338,787.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. A true and correct copy of my firm's billing statement for this matter is attached hereto as Exhibit #3. The requested fee award is therefore currently less than Class Counsel's total lodestar (i.e. a "negative" multiplier cross-check), and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. Such a cross-check is well below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).[6] As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful. As a result, this Court may conclude that the requested award is fair and reasonable and is justified under California law.[7]

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[6] See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc*., 182 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*,171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable); *Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

[7] Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

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

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*

Carwash Management LLC, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-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 Intermodel Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to 30% of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

12. **The contemporaneous billing records for Class Counsel evidence that through October 6, 2026, Class Counsel's total combined lodestar is $338,787.00, with significant additional fees still to be incurred to complete final approval and the settlement process**. The requested fee award is therefore less than Class Counsel's current lodestar, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From May 14, 2024 to October 6, 2026, my firm worked on this matter for over 208 hours, with hourly rates for attorneys ranging from $450 to $995, resulting in a total incurred lodestar for my firm in the amount of $157,112.50. A detailed breakdown of the fees and the services performed by my firm on this case is attached hereto as Exhibit #3, which is a true and correct copy of the billing statement for this matter where time and task is entered by staff contemporaneously. In addition, my firm will be performing significant additional work that is not included in this lodestar amount, including finalizing

the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in $20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit # 4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California." Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, historically several years ago charged between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by Class Counsel for comparable work are within these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred. This is well below the positive multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class Counsel Litigation Expenses Payment of not more than $42,000." Based upon its billing records, Class Counsel requests reimbursement for incurred litigation expenses and costs in the combined amount of $23,739.51 based upon counsel's billing records, which is less than the "not to exceed" amount. My firm incurred litigation expenses in the amount of $21,989,07. These litigation expenses include filing fees, mediation expenses, expert expenses (Berger Consulting), attorney service charges (OneLegal), delivery charges (FedEx), and court document purchases, all of which are costs normally billed to the client.[8] Attached hereto as Exhibit #3 is a true and correct copy of the billing statement for my firm which provides the specific details of all expenses incurred. These costs were reasonably incurred in the prosecution of the Action.

Service Award

14. For their service as the class representatives, Plaintiffs should be awarded the agreed service award of $15,000 each in accordance with the Agreement for their time, risk and effort expended on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to these payments and there have been no objections to the requested service awards. Plaintiffs' Declarations are submitted herewith in support of this request and are attached hereto as Exhibits #5 and #6. As the representatives of the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation, responding to numerous requests, searching for documents, working with counsel, and reviewing the settlement documentation. The Plaintiffs' Declarations detail the involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other

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

future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount of $15,000 is well within the currently awarded range for similar settlements. The requested awards are also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of $12,500 each)*; Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action)*; Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving $10,000 service award where class member recovery was $375)*; Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing $20,000 award to $15,000 where the plaintiff brought a class claim in lieu of bringing an individual action)*;Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding $25,000 service award in overtime wage class action)*; Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding $15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding $10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding $10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding $10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding $10,000 service award); *Ethridge v.*

Universal Health Services, Inc., Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding $10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding $10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding $10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding $10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding $10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding $10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding $10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding $10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding $10,000 service award); *Lazar v, Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding $10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding $10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding $10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding $10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding $10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding $10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding $10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding $10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding $10,000 service award); *Zirpolo v. UAG Stevens Creek II,* Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)

(awarding $10,000 service award); *Taylor v. TIC - The Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding $10,000 service award).

15. The requested service award are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future employment prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.[9] Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."[10] PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."[11]

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of $23,739.51, and approval of the requested service award to Plaintiffs.

17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.

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

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

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

The Class Counsel Fees Payment awarded shall be allocated among Class Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% to Bibiyan Law Group.

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

/s/ Kyle Nordrehaug
KYLE NORDREHAUG

EXHIBIT #1

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FIRM RESUME

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REPORTED CASES

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

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

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

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-GEB-CMK; 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 Diary, 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 Compiq 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 Angles 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.

Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc.,U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electonics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Norther District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court,

Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc, Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta,U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Oufitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County

Superior Court, Case No. BC608948; Stone v. Progistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v.

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Thomas Sanner and John Dedet ("Plaintiffs") and defendant Metal Container (MCC) LP ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

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

1.1. "Action" means the Plaintiffs lawsuits alleging wage and hour violations against Defendant captioned: (1) *Thomas Sanner v. Metal Container (MCC) LP,* Case No. 5:24-cv-02314-JLS-DTB, initiated on September 9, 2024 in the Superior Court of the State of California, County of Riverside, and removed to/pending in the United States District Court for the Central District of California; and (2) *John Dedet v. Metal Container (MCC) LP,* Case No. CVRI2405838, initiated on October 17, 2024 and pending in the Superior Court of the State of California, County of Riverside.

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

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

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

1.5. "Class" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

1.6. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), and David Bibiyan and Vedang J. Patel of Bibiyan Legal Group, P.C. ("BLG").

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

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

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

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

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

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

1.13. "Class Period" means the period of time from September 1, 2021 to July 24, 2025.

1.14. "Class Representative(s)" means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

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

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

1.17. "Defendant" means Metal Container (MCC) LP.

1.18. "Defense Counsel means Spencer V. Skeen, Tim Johnson, and Andrew J. Deddeh of Ogletree Deakins.

1.19. "Effective Date" means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.22. "Gross Settlement Amount" means Nine Hundred Seventy Five Thousand Dollars ($975,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement amount does not include Plaintiff Dedet's individual settlement that will be separately funded by Defendant and memorialized in a separate confidential individual settlement agreement.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

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

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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

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

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

1.31. "PAGA Period" means the period of time from July 10, 2023 to July 24, 2025.

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

1.33. "PAGA Notice(s)" means Plaintiff Dedet's July 10, 2024 letter to Defendant and the LWDA and Plaintiff Sanner's September 23, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($5,000) and the 75% to LWDA ($15,000) in settlement of PAGA claims.

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

1.36. "Plaintiffs" means John Dedet and Thomas Sanner, the named plaintiffs in the Action.

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

1.38. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims outside the Class Period.

1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Perio during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee's claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

1.40. "Released Parties" means the Defendant named in the Operative Complaint, together with its officers, employees and agents.

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 sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

The Sanner Class Action

2.8. On September 20, 2024, Plaintiff Sanner commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the "Sanner Class Action"). Plaintiff Sanner's Class Action Complaint asserted claims against Defendant for:

(a) Failure to pay overtime wages;
(b) Failure to pay minimum wages;
(c) Failure to provide required meal periods
(d) Failure to provide required rest periods
(e) Waiting time penalties;
(f) Wage Statement Violations;

(g) Failure to timely pay wages;
(h) Failure to indemnify;
(i) Violation of Labor Code 227.3; and
(j) Unfair Competition.

2.9. On October 29, 2024, Defendant filed an Answer to the Sanner Class Action Complaint.

2.10. On October 30, 2024, Defendant removed Sanner Class Action to the United States District Court for the Central District of California.

The Dedet PAGA Action

2.3 On February 14, 2024, Plaintiff Dedet filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Riverside against Defendant (the "Dedet PAGA Action"). Plaintiff Dedet's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

Pleading Amendment

2.11. As part of this Agreement, the Parties will stipulate to the filing of a First Amended Class and Representative Action Complaint ("FAC") in the Dedet PAGA Action that adds the claims and parties in the Sanner Class Action, and names Plaintiff Dedet as a class representative. The FAC in the Dedet Class Action shall be the Operative Complaint ("Operative Complaint"). Following the filing of the FAC, Plaintiffs will subsequently dismiss the Sanner Class Action without prejudice.

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

Mediation and Settlement

2.13. On April 24, 2025, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.14. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*").

2.15. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $975,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount excludes Plaintiff Dedet's Individual Settlement, which will be separately funded by Defendant and memorialized in a separate confidential settlement agreement

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

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 each (in addition to Plaintiff Dedet's separate individual settlement, 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 Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court

approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment..

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $325,000, and a Class Counsel Litigation Expenses Payment of not more than $ 42,000. The Class Counsel Fees Payment shall be allocated amount Class Counsel as follows: 60% to BNBD, and 40% to BLG. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $8,789 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $8,789, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000 to be paid from the Gross Settlement Amount, with 75% ($15,000) allocated to the LWDA PAGA Payment and 25% ($5,000) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full

responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

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

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

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

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 320 Class Members who collectively worked a total of 41,779 Workweeks, and 239 Aggrieved Employees who worked a total of 12,544 PAGA Pay Periods.

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

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

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

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

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

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

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

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

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

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

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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.

Plaintiffs' Waiver of Rights Under Civil Code Section 1542 expressly excludes the EEOC/DFEH charge filed by Plaintiff Dedet.

(b) Plaintiff Dedet's Other Individual Claims. Plaintiff Dedet represents that he has additional individual claims against Defendant in the form of a EEOC/DFEH charge that Plaintiff Dedet is separately settling. In addition to the Gross Settlement Amount, Plaintiff Dedet will also separately be paid for resolution of his individual claims as set forth in a separate confidential individual settlement agreement that will include a withdrawal and dismissal of the EEOC/DFEH charged filed by Plaintiff Dedet. This individual settlement to be paid to Plaintiff Dedet is in addition to the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

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

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

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

7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration that states: (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the. class or other parties whose behalf the action is brought, and the procedural status of that case. This declaration shall also disclose all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that

includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a signed declaration from a knowledgeable person from the proposed Cy Pres Recipient establishing that the recipient is either (a) a nonprofit organization or foundation that supports projects that will benefit the class or similarly situated persons, or that promotes the law consistent with the objectives and purposes of the underlying cause of action, (b) a child advocacy program, or (c) a nonprofit organizations providing civil legal services to the indigent; .and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

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

(b) Using best efforts to perform as soon as possible, and in no event later than fourteen (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 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

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

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

8.5. Requests for Exclusion (Opt-Outs).

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

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

of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

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

8.7. Objections to Settlement.

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

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

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

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

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

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

(f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. The settlement is based on a release of approximately 41,779 workweeks, as stated in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. In the event the released Workweeks are more than 10% greater than this amount, Defendant may elect to: a) purchase the additional Workweeks pro rata; or b) cut off the Class Period as of the date the 10% cushion is exhausted. Defendant shall notify Plaintiffs' counsel of Defendant's election prior to the filing of Plaintiffs' Motion for Preliminary Approval.

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

seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

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

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

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug

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

David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555;
Fax: (310) 300-1705
E-Mail: david@tomorrowlaw.com
vedang@tomorrowlaw.com

To Defendant:

Spencer V. Skeen
Tim Johnson
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel.: (858) 652-3105
E-Mail: spencer.skeen@ogletree.com
tim.johnson@ogletree.com

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

13.19. Stay of Litigation. he 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, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/30/2025

John Dedet (Oct 30, 2025 21:07:09 PDT)

Plaintiff John Dedet

Dated: _____

Plaintiff Thomas Sanner

Dated: 10/23/2025

Lucas T Pendry

Lucas Pendry, Associate General Counsel [name]
For Defendant Metal Container (MCC) LP

Dated: 12/16/25

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
Attorney for Plaintiffs

Dated: _____

Tim Johnson
Ogletree Deakins
Attorney for Defendant

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

_____
Plaintiff John Dedet

Dated: 12/10/2025

Thomas Sanner
_____
Plaintiff Thomas Sanner

Dated: 10/23/2025

Lucas T Pendry
_____
Lucas Pendry, Associate General Counsel [name]
For Defendant Metal Container (MCC) LP

Dated: _____

_____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 12/16/25

Vedang J. Patel
_____
David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
Attorney for Plaintiffs

Dated: _____

_____
Tim Johnson
Ogletree Deakins
Attorney for Defendant

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff John Dedet

Dated: _____

Plaintiff Thomas Sanner

Dated: 10/23/2025

Lucas T Pendry

Lucas Pendry, Associate General Counsel [name]
For Defendant Metal Container (MCC) LP

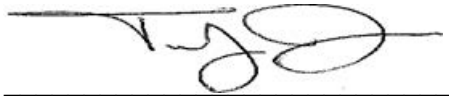
Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

David Bibiyan
Vedang J. Patel
Bibiyan Law Group, P.C.
Attorney for Plaintiffs

Dated: 10/24/2025



Tim Johnson
Ogletree Deakins
Attorney for Defendant

EXHIBIT A

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

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

***Dedet v. Metal Container (MCC) LP,* Superior Court of the State of California, County of Riverside, Case No. CVRI2405838**

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

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Metal Container (MCC) LP ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs John Dedet and Thomas Sanner ("Plaintiffs") and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (September 1, 2021 through July 24, 2025) ("Class Members"), and (2) penalties under the California Private Attorney General Act ("PAGA") for all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023 through July 24, 2025) ("Aggrieved Employees"). Non-exempt means employees who are entitled to overtime, meal and rest periods and other protections under California law, such as hourly employees.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<$_____>> (less withholding), and your share of the PAGA Penalties ("Individual PAGA Payment") is estimated to be <<$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you did not 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 and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

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

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment (if any). As a Participating Class Member, though, you will give up your right to assert Released Class Claims against Defendant as described below in Section 4 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue the Released Class Claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Receive a Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims and Released PAGA claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Response Deadline is _____.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. **If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.** Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You can object to the

the PAGA Settlement **Written Objections Must be Submitted by the Response Deadline (_____)**	amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **8** of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2024 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **9** of this Class Notice.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

> All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period ("Class Members" or "Class").
>
> The "Class Period" is September 1, 2021 through July 24, 2025.

2. What is this class action lawsuit about?

On September 20, 2024, Plaintiff Sanner initiated a class action against Defendant, entitled *Sanner v. Metal Container (MCC) LP,* Riverside Superior Court ("Sanner Class Action"). The Sanner Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to timely pay wages, waiting time penalties, failure to indemnify, and violation of Labor Code section 227.3. On October 30, 2024, Defendant removed Sanner Class Action to the United States District Court for the Central District of California.

On October 17, 2024, Plaintiff Dedet filed a separate Representative Action Complaint in the Superior Court of the State of California, County of Riverside against Defendant (the "Dedet PAGA Action"). Plaintiff Dedet's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

On _____, Plaintiffs filed First Amended Class and Representative Action Complaint in the Dedet PAGA Action that adds the claims and parties in the Sanner Class Action, and names Plaintiff Dedet as a class representative. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint"). Following the filing of the Operative Complaint, Plaintiffs will subsequently dismiss the Sanner Class Action without prejudice.

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiffs and the Class Members were properly compensated for all wages under California law; Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiffs or any Class Members any wages allegedly due; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Bibiyan Legal Group, P.C. to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Nine Hundred Seventy-Five Thousand Dollars ($975,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within fourteen (14) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

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

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $8,789, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.

- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently $325,000, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed $42,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The Class Counsel Fees Payment shall be allocated amount Class Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% to Bibiyan Legal Group, P.C.

- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Fifteen Thousand Dollars ($15,000.00) each to the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.

- PAGA Penalties. A PAGA Penalties payment of $20,000 to resolve the claim for civil penalties under PAGA, $13,000 of which will be paid to the State of California's Labor and Workforce Development Agency. The remaining $7,000 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is July 10, 2023 to July 24, 2025. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

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

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration

Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount", shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be at least $549,211. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately $13.14 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (204 weeks) could recover $2,680.56, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be $1,716.28. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($7,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant's records, however, Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Perio during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee's claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant named in the Operative Complaint, together with its officers, employees and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant's records reflect that you have <<_____>> Workweeks during the Class Period (September 1, 2021 through July 24, 2025). **Based on this information, your estimated Individual Class Payment is <<_____>>,** minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant's records reflect that you have <<_____>> PAGA Pay Periods during the PAGA Period (July 10, 2023 to July 24, 2025). **Based on this information,**

your estimated Individual PAGA Payment is <<_____>>.

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) _____). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims**. However, Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form

is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Dedet v. Metal Container (MCC) LP* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Dedet v. Metal Container (MCC) LP,* Case No. CVRI2405838. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is *Dedet v. Metal Container (MCC) LP* Administrator, c/o Apex Class Action LLC, _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Dedet v. Metal Container (MCC) LP,* in the Superior Court of the State of California, County of Riverside, Case No. CVRI2405838. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Dedet v. Metal Container (MCC) LP* Administrator, c/o Apex Class Action LLC, _____, no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:
https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:
Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
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Tel: 858-551-1223 / Fax: 858-551-1232
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Counsel for Defendant:
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Tim Johnson
Ogletree Deakins
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write *Dedet v. Metal Container (MCC) LP*, c/o Apex Class Action LLC, _____; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("Agreement"). You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to [ADMINISTRATOR WEBSITE]. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (https://ecomm1.riverside.courts.ca.gov/) and entering the Case No. CVRI2405838. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on _____, 2024.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.

- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Dedet v. Metal Container (MCC) LP, Case No. CVRI2405838
California Superior Court for the County of Riverside

To exclude yourself or "opt out" from the Class, complete, sign, and date this form, and then mail it on or before ---------, 2026 to the Administrator at the following address:

Dedet v. Metal Container (MCC) LP
c/o Apex Class Action LLC
_____
_____

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or "opt out", complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____, 2026.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Dedet v. Metal Container (MCC) LP*, Superior Court of the State of California, County of Riverside, Case No. CVRI2405838. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Metal Container (MCC) LP:

_____

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

_____ _____
(Sign your name here) Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated, Plaintiffs, v. METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **CVRI2405838** **OBJECTION FORM** Hearing Date: _____ Hearing Time: _____ Judge: Hon. Harold W. Hopp Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____. YOU MAY ALSO FAX THIS FORM TO _____ OR EMAIL THIS FORM TO _____, SO IT IS RECEIVED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[ ] I OBJECT to the *Dedet v. Metal Container (MCC) LP* Settlement for the following reasons:

_____

_____

_____

_____

[Form continues on reverse side]

_____

_____

_____

_____ _____
(Your Signature) (Date)

_____ _____
(Print Your Name) (Your Address)

_____ _____
(Print Last Four Digits of Social Security Number) (City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY FAX, EMAIL OR U.S. MAIL, POSTMARKED NOT LATER THAN _____, 2026:

Dedet v. Metal Container (MCC) LP Administrator
c/o Apex Class Action LLC
_____
_____
Fax:_____
Email:_____

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
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BIBIYAN LAW GROUP, P.C.
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Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2405838**

[PROPOSED] PRELIMINARY APPROVAL ORDER

Hearing Date:
Hearing Time:

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: October 17, 2024
Trial Date: Not set

This matter came on for a noticed motion hearing before the Honorable Harold Hopp of the Superior Court of the State of California, in and for the County Riverside, on _____, 2026, for the motion by Plaintiffs John Dedet and Thomas Sanner ("Plaintiffs") for preliminary approval of the Class and PAGA Settlement with Defendant Metal Container (MCC) LP ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") submitted as Exhibit #1 to Declaration of Kyle Nordrehaug in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement filed on _____, 2026. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. The Gross Settlement Amount is F Nine Hundred Seventy-Five Thousand Dollars ($975,000). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members, when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions and that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Settlement appears to have been reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced

against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed $42,000, and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed $15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period." The Class Period is September 1, 2021 through July 24, 2025.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d) the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class

action is superior to other available methods for the efficient resolution of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP and David Bibiyan and Vedang J. Patel of Bibiyan Legal Group, P.C. as Class Counsel.

9. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of $20,000, which shall be allocated $13,000 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $7,000 to the Aggrieved Employees. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023 through July 24, 2025). Pursuant to Labor Code section 2699, the LWDA was be provided notice of the Agreement and these settlement terms. The Court preliminarily finds the PAGA Penalties to be reasonable.

10. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") along with the Objection Form and Request for Exclusion Form, attached to this Order as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of

the Class Notice Packet by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address and re-mail the Notice Packet no later than fourteen days after the receipt of the undelivered Class Notice Packet. The Administrator shall provide a declaration detailing the notice process and authenticating a copy of every exclusion form received by the Administrator. Class Counsel shall file this declaration of the Administrator concurrently with the filing of any motion for final approval.

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

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the date of the mailing of the Class Notice Packet. If the Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days. The Administrator will then authenticate and provide any requests for exclusion to the Court. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may

only opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the Final Approval Hearing and may object or express the Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline to submit their written objections to the Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional 14 days. The Administrator will then authenticate and provide any written objections to the Court. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A Final Approval Hearing shall be held before this Court on _____, 2026 at 8:30 a.m. a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County Superior Court located at 4050 Main Street, Riverside, California, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of the Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the Final Approval Hearing. Class Counsel shall provide service of this motion on any objecting party and notice to any objecting party of any continuance of the hearing on the motion for final approval.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative

action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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

IT IS SO ORDERED.

Dated: _____

_____
HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CVRI2405838

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date:
Hearing Time:

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: October 17, 2024
Trial Date: Not set

The unopposed motion of Plaintiffs John Dedet and Thomas Sanner ("Plaintiffs") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Metal Container (MCC) LP ("Defendant"), attorneys' fees and costs, service payment, and the fees and expenses of the Administrator duly came on for hearing on _____ before the Honorable Harold Hopp. The Class Action and PAGA Settlement Agreement is attached as Exhibit #2 to the Declaration of Norman Blumenthal filed on _____.

I.

FINDINGS

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

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

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

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of $975,000 and the terms set forth in the Agreement are fair, reasonable, and adequate.

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

Preliminary Approval of the Settlement

5. On _____, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

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

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

Fairness Of Settlement

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

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

wage and hour class actions. There has been no collusion between the parties in reaching the proposed settlement.

b. Plaintiffs and their counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

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

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

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

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

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

Attorneys' Fees and Costs

11. An award of $375,000 for attorneys' fees, representing one-third (1/3) of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statements.

Class Representative Service Payments

12. The Agreement provides for Class Representative Service Payments of not more than $15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of $_____ to each of the Plaintiffs are

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

Administration Expenses Payment

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

PAGA Penalties

14. The Agreement provides for a PAGA Penalties payment out of the Gross Settlement Amount of $20,000, which shall be allocated $13,000 to the LWDA as the LWDA's 65% share of the settlement of civil penalties paid pursuant to the PAGA and $7,000 to be distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 10, 2023 through July 24, 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

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

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

> All all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (September 1, 2021 through July 24, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. [IDENTIFY ANY INDIVIDUALS WHO ARE EXCLUDED].

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. 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 fourteen (14) days after the Effective Date.

18. The envelopes containing the settlement distributions to Class Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." The settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement Administrator shall mail a reminder postcard to any Class Member whose check has not been negotiated withing 60 days after the date of mailing. If (i) any of the Class Members are current employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, the Administrator shall arrange with the Defendant to have those distributions delivered to the Class Members at their place of employment. The settlement distribution shall include notification of the entry of judgment in the envelope which shall read as follows: "Please be advised that on _____, the Court entered judgment in this action, *Dedet v. Metal Container (MCC) LP*, Riverside Superior Court Case No. CVRI2405838, and a copy of the Judgment can be found by going to the Administrator's website at www._____.

19. Class Counsel are awarded attorneys' fees in the amount of $375,000 and costs in the amount of $_____. The Class Counsel Fees Payment shall be allocated amount Class

Counsel as follows: 60% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 40% to Bibiyan Legal Group, P.C. The Class Counsel Litigation Expenses Payment hall be allocated amount Class Counsel as follows: $_____ to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and $_____ to Bibiyan Legal Group, P.C. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

20. The payment of the Class Representative Service Payments in the amount of $_____ each to the Plaintiffs is approved.

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

22. The PAGA Penalties payment of $20,000 is approved and shall be allocated in accordance with the Agreement.

23. Neither the Agreement nor this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order

and Judgment shall be posted on Administrator's website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

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

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiff, Class Members, and Aggrieved Employees, shall take nothing in the Action.

27. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

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

29. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-

exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and Class claims outside the Class Period.

30. 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, Plaintiffs, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Perio during employment in a non-exempt position in California, and expressly excluding all other claims, including Plaintiff Dedet's individual claims being separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee's claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

31. As used herein, the "Released Parties" are: Defendant named in the Operative Complaint, together with its officers, employees and agents.

32. 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, and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiffs' Release as set forth fully in paragraph 6.1 of the Agreement.

33. A non-appearance compliance hearing is set for _____ at 8:30 a.m. with the report from the Administrator to be filed no later than _____.

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

Dated: _____

_____
HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

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Attorney for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CVRI2405838**

STIPULATION TO CORRECT CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: October 17, 2024
Trial Date: Not set

STIPULATION

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs JOHN DEDET and THOMAS SANNER ("Plaintiffs") and Defendant METAL CONTAINER (MCC) LP ("Defendant") (collectively "the Parties"), to correct the Class Action and PAGA Settlement Agreement (the "Agreement") and the exhibits thereto (the "Stipulation").

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

WHEREAS, Section 13.9 of the Agreement provides, "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";

WHEREAS, the Parties have agreed to modify the Agreement to correct errors in: Section 2.3 [*sic*], which inadvertently stated that the Dedet PAGA Action was filed on February 14, 2024; and Sections 1.24, 1.27, 1.34 and 3.2(d), which inadvertently contain the incorrect allocation of PAGA civil penalties among the LWDA and the Aggrieved Employees.

NOW THEREFORE, the Parties agree to modify and amend the Agreement as follows:

1. Section 1.24 of the Agreement is revised to read as follows:

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

2. Section 1.27 of the Agreement is revised to read as follows:

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

3. Section 1.34 of the Agreement is revised to read as follows:

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

4. Section 2.3 [*sic*] of the Agreement is revised to read as follows:

> 2.3. **On October 17, 2024**, Plaintiff Dedet filed a separate Representative Action

Complaint in the Superior Court of the State of California, County of Riverside against Defendant (the "Dedet PAGA Action"). Plaintiff Dedet's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

5. Section 3.2(d) is revised to read as follows:

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

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

IT IS SO STIPULATED.

Dated: January 08, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Kyle Nordrehaug
Attorneys for Plaintiffs

Dated: January 08, 2026

BIBIYAN LAW GROUP, P.C.

By: _____
David Bibiyan
Henry G. Glitz
Attorneys for Plaintiffs

Dated: January 08, 2026

OGLETREE DEAKINS

By: _____
Tim Johnson
Andrew J. Deddeh
Attorneys for Defendant

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/06/2026
Due On: 11/05/2026

John C. Dedet
3244 Sierra Avenue
Norco, CA 92860

CA3329

Metal Container

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	05/14/2024	Review intake notes. Review related litigation and analyze Defendant's business operations in CA. Review previous settlements. Analyze overlap. Review facts and law. Legal research.	3.00	$850.00	$2,550.00
NDB	05/17/2024	Review individuals claims for retaliation and off the clock work tasks. Analyze emails and documents. Legal research regrading the same. Draft write up for complaint.	3.00	$850.00	$2,550.00
NDB	05/27/2024	Review and analyze arbitration agreement terms and facts surrounding the signing of the agreement. Legal research enforceability. Review previous court orders.	2.60	$850.00	$2,210.00
NDB	06/08/2024	Review employment file for legal claims. Review all pay stubs for regular rate and wage statement violations. Review Defendant's written policy documents. Legal research wage and hour claims. Obtain background facts for complaint.	2.90	$850.00	$2,465.00
NDB	06/12/2024	Review facts and law. Research venue issues. Draft complaint.	2.80	$850.00	$2,380.00
NDB	06/24/2024	Research meal and rest break claims. Analyze pay stubs. Draft complaint.	2.50	$850.00	$2,125.00
NDB	06/27/2024	Review collective bargaining agreement. Review	2.30	$850.00	$1,955.00

		and research preemption issues with the LMRA. Analyze case file. Legal research previous mediation briefs.			
NDB	07/02/2024	Review case file. Analyze complaint. Draft internal case notes memo detailing facts and specific violations.	1.80	$850.00	$1,530.00
NDB	07/03/2024	Review and research PAGA claims and penalties. Review case file. Draft PAGA notice.	2.00	$850.00	$1,700.00
JH	09/12/2024	Review/analyze corresp with defense counsel and arb agreement; discuss with KN; review docs from Plaintiff and create exhibit book	1.50	$750.00	$1,125.00
KN	09/12/2024	Review research and information from ND; analyze facts and claims; review arbitration issues; discuss with JH	2.00	$950.00	$1,900.00
JH	09/23/2024	Prepare for and attend meet and confer call with defense counsel; advise AJB NBB and ND	0.60	$750.00	$450.00
RE	10/12/2024	Review case notes/damage analysis	0.50	$675.00	$337.50
RE	10/12/2024	Review & analyze employment file documents	2.50	$675.00	$1,687.50
RE	10/16/2024	Draft PAGA only complaint	3.80	$675.00	$2,565.00
NDB	10/16/2024	Review PAGA notice. Review and revise PAGA only complaint. Review arbitration agreement. Discuss with R. Ehmann.	1.40	$850.00	$1,190.00
RE	10/17/2024	Draft summons, civil case cover sheet & certificate of counsel	0.50	$675.00	$337.50
RE	10/17/2024	Review & finalize PAGA only complaint package; file in Riverside Sup. Ct.	0.60	$675.00	$405.00
JH	10/18/2024	F/u corresp. with defense counsel re mediation	0.30	$750.00	$225.00
SP	10/22/2024	Reveiwed case notes, case folder, complaints, correspondence. Discussed service with JSH and RE. Drafted Service list and Case Caption. Sent information to Mediator.	1.50	$675.00	$1,012.50
RE	10/22/2024	Review court returned docs re PAGA action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	$675.00	$337.50
RE	10/22/2024	Provide notice to LWDA of PAGA action filing	0.40	$675.00	$270.00
HD	10/22/2024	Review filed Paga complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed. Register to track the case via Lexis-Court Link.	0.50	$250.00	$125.00

SP	10/22/2024	Reviewed correspondence, pleadings and case notes. Discussed with RE. Sent caption, service list and fee split information to Mediator.	0.80	$675.00	$540.00
RE	10/22/2024	Review file; prep initial docs for service of process; draft NAR; email to OPC w/docs; instruct staff to mail hard copies per code.	0.70	$675.00	$472.50
KN	10/22/2024	Review filed PAGA complaint; review Court notices; review memo from RE	0.30	$950.00	$285.00
SP	10/23/2024	Reveiwed calendar, and case file to comply with appearance/deadline. Discussed with Team.	0.20	$675.00	$135.00
JH	10/30/2024	Review CMO; circulate and advise	0.30	$750.00	$225.00
SP	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	$675.00	$135.00
RE	11/21/2024	Draft and file proof of service of summons pos-010 w/executed NAR; memo to firm re post service written discovery re PAGA action	0.70	$675.00	$472.50
SP	11/26/2024	Reviewed, documents, correspondence, case notes, and pleadings. Drafted Mediation Data request. Sent MDR to AJB for approval. Served on Defendant.	2.20	$675.00	$1,485.00
JH	11/26/2024	Review/revise draft mediation data request	0.30	$750.00	$225.00
SP	12/18/2024	Reveiwed calendar and docket and analyzed case file for appearance and deadline. Updated team.	0.20	$675.00	$135.00
TM	12/20/2024	Review file; drafted joint cmc statement; discussed with team; email to OPC re statement.	1.70	$450.00	$765.00
TM	12/27/2024	Email to and from OPC re joint statement.	0.40	$450.00	$180.00
TM	12/27/2024	Reviewed Defendant's portion of joint CMC statement; revised joint CMC statement; email to OPC re statement.	0.80	$450.00	$360.00
HD	12/27/2024	Execute and finalize Proof of Service. Process and submit Joint Case Management Conference Statement to court for filing via One Legal and serve via email	0.50	$250.00	$125.00
SP	01/06/2025	Prepared and appeared for Case Management Conference. Prepared and circulated hearing result order to saved order to file.	1.20	$675.00	$810.00
JH	01/30/2025	Review complaint in related matter; discuss with ND	0.40	$750.00	$300.00
NDB	03/19/2025	Review and research related litigation. Revise revise JPA. Discuss with client ad obtain	1.40	$850.00	$1,190.00

		signature.			
SB	03/21/2025	Review and revise complaint, discuss with ND	2.60	$450.00	$1,170.00
JH	03/25/2025	Review/analyze mediation doc/data production; advise team and update file	1.50	$750.00	$1,125.00
NDB	04/02/2025	Review case file and discovery produced to date. Review data produced for mediation purposes. Analyze Defendant's written policy documents. Legal research wage and hour claims. Prepare for mediation.	4.00	$850.00	$3,400.00
JH	04/04/2025	Begin review/analysis of Defendant's mediation doc/data production; circulate and advise team; update file	1.00	$750.00	$750.00
NDB	04/04/2025	Review and research Plaintiff's individual claims. Analyze damages. Review and analyze previous settlements with similar claims and pay periods for mediation valuation. Analyze timekeeping data for rounding claims. Legal research.	3.20	$850.00	$2,720.00
HD	04/07/2025	Receive and download additional Documents from Defendant for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	$250.00	$75.00
NDB	04/08/2025	Analyze case file and paystubs. Draft mediation brief.	3.80	$850.00	$3,230.00
JH	04/15/2025	Corresp. w expert re mediation analysis	0.20	$750.00	$150.00
HD	04/16/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	$250.00	$50.00
JH	04/17/2025	Discuss with AJB and SP re missing mediation data/policies from defendant	0.40	$750.00	$300.00
SB	04/17/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	$450.00	$1,170.00
JH	04/18/2025	Additional corresp w expert re mediation analysis; discuss with team	0.50	$750.00	$375.00
JH	04/21/2025	Review/analyze time punch data produced by Defendant; circulate	0.50	$750.00	$375.00
JH	04/22/2025	Review expert analysis re GainShare payments	0.30	$750.00	$225.00
HD	04/22/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.20	$250.00	$50.00
JH	04/23/2025	Review mediation expert analysis for meal period	0.20	$750.00	$150.00

		claim			
SB	04/23/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	$450.00	$1,170.00
KN	04/23/2025	Review mediation brief and documents; review expert analysis; provide input on claims and strategy	1.00	$950.00	$950.00
JH	04/24/2025	Discuss with AJB re mediation; review mediator's proposal	1.00	$750.00	$750.00
AB	04/24/2025	Prep and appear for mediation.	10.00	$895.00	$8,950.00
SB	04/24/2025	Attend mediation	8.00	$450.00	$3,600.00
TM	05/19/2025	Review file; drafted CMC statement; discussed with team.	1.00	$450.00	$450.00
TM	05/20/2025	Discussed CMC statement with team; email to OPC re joint statement	0.30	$450.00	$135.00
TM	05/22/2025	Revised joint statement; email to OPC re joint statement.	0.50	$450.00	$225.00
JH	05/22/2025	Review/revise draft joint report; advise TM	0.30	$750.00	$225.00
TM	05/22/2025	Reviewed Defendant's portion of the Joint statement; finalized and filed.	0.90	$450.00	$405.00
TM	05/26/2025	Planned and prepared for upcoming CMC.	0.50	$450.00	$225.00
AB	06/02/2025	Prep for and have call w/ defendant re mediator's proposal. Analyze results. Draf/send corr to cocounsel re meeting.	4.00	$895.00	$3,580.00
KN	06/02/2025	Review mediator proposal; review email and analysis from AJ; respond to AJ	0.50	$950.00	$475.00
BW	06/03/2025	Review and Analyze: Review and analyze Case Management Order re continuing Case Management Conference	0.10	$750.00	$75.00
AB	06/04/2025	Review/analyze/draft/send response to conditional acceptance to mediator's proposal.	2.00	$895.00	$1,790.00
JH	06/05/2025	Review draft MOU	0.50	$750.00	$375.00
AB	06/05/2025	Draft/send MOU to OPC.	3.00	$895.00	$2,685.00
KN	06/05/2025	Review draft MOU; analyze settlement issues for Riverside; advise AJ	0.60	$950.00	$570.00
JH	06/10/2025	Review updated MOU	0.40	$750.00	$300.00
AB	06/10/2025	REview/analyze/respond to corr re MOU revision. Check w/ cocounsel. Circulate revised MOU.	2.00	$895.00	$1,790.00

JH	06/11/2025	Review Defendant's further revisions to MOU	0.30	$750.00	$225.00
KN	06/12/2025	Review Def revisions to MOU; analyze issues; advise AJ	0.50	$950.00	$475.00
AB	06/16/2025	Review/analyze corr from defendant re signing MOU. Draft/send memo to team re signing of MOU. Analyze next steps to finalize settlement including Court rules / procedures / deadlines. Begin drafting long form inserts.	2.00	$895.00	$1,790.00
JH	06/23/2025	Review/analyze MOU; discuss with KN re longform agreement	0.40	$750.00	$300.00
KN	06/27/2025	Review final MOU; analysis of next steps and process for Riverside; memo to staff	0.50	$950.00	$475.00
HD	06/27/2025	Review fully executed MOU. Email correspondence to attorneys regarding procedures moving forward.	0.50	$250.00	$125.00
JH	07/08/2025	Review MOU; discuss with KN re pleading amendment; advise team	0.60	$750.00	$450.00
JH	07/08/2025	Further review MOU: assess procedural posture of all settling matters; analyze time and costs and request same from co-counsel; draft longform class agreement; circulate to co-counsel for review	2.70	$750.00	$2,025.00
JH	07/14/2025	Review MOU; draft individual agreement; circulate to co-counsel for review	1.10	$750.00	$825.00
JH	07/16/2025	Review co-counsel's revisions to draft class agreement; further revise and circulate both agreements to defense counsel	0.40	$750.00	$300.00
KN	07/16/2025	Review draft class Agreement; review co-counsel comments on draft agreement; advise JH	1.00	$950.00	$950.00
TM	07/17/2025	Review file; drafted Joint CMC Statement; discussed case status with team; email to OPC re joint statement	1.00	$450.00	$450.00
JH	07/17/2025	Review/revise draft stip to amend	0.30	$750.00	$225.00
JH	07/17/2025	Review/revise draft joint report; advise TM	0.40	$750.00	$300.00
HD	07/17/2025	Draft Notice of Association of Counsel.	1.00	$250.00	$250.00
HD	07/17/2025	Draft Stipulation and Proposed Order for Leave to File First Amended Complaint,	1.20	$250.00	$300.00
TM	07/18/2025	Email to and from OPC re joint statement; finalized and signed joint statement; advised HD re filing/service.	0.80	$450.00	$360.00
JH	07/25/2025	Review file; discuss with SP re CMC and FAC;	0.50	$750.00	$375.00

		advise			
JH	07/29/2025	F/u corrresp w defense counsel re class agreement	0.20	$750.00	$150.00
JH	09/03/2025	F/u with defense counsel re longform agreement	0.20	$750.00	$150.00
JH	09/03/2025	Review/analyze Defendant's further revisions to longform agreement; discuss with ND and Co-counsel	1.00	$750.00	$750.00
JH	09/04/2025	Discuss with co-counsel re Defendant's revisions to agreement	0.50	$750.00	$375.00
JH	09/10/2025	F/u with co-counsel re revised agreement; additional corresp w Defense counsel re revisions and 1542 waiver;	0.70	$750.00	$525.00
JH	09/15/2025	Further revise longform agreements; circulate to defense counsel for review	1.00	$750.00	$750.00
JH	09/29/2025	Discuss with KN; f/u with defense counsel	0.30	$750.00	$225.00
JH	09/30/2025	Discuss additional longform issues with KN; review CMO and complex rules; further revise agreement	1.20	$750.00	$900.00
KN	09/30/2025	Review draft Agreement and Def revisions; advise JH	0.60	$950.00	$570.00
JH	10/01/2025	Review further revisions to class and individual agreement; discuss with KN and ND; request admin bids from settlement administrators	1.00	$750.00	$750.00
JH	10/02/2025	Discuss MPA with KN; advise HD	0.40	$750.00	$300.00
JH	10/08/2025	F/u with defense counsel re agreement	0.20	$750.00	$150.00
JH	10/16/2025	Corresp w defense counsel re funding timeline; discuss with KN	0.30	$750.00	$225.00
JH	10/22/2025	Review/analyze Defendant's further revisions; finalize and circulate for execution	0.50	$750.00	$375.00
HD	10/22/2025	Draft Stipulation and Proposed Order for Leave to File First Amended Class and Representative Action Complaint. Forward to attorney Puche for review and finalization.	1.00	$250.00	$250.00
HD	10/24/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Case Management Conference Statement to court for filing and serve via email.	0.50	$250.00	$125.00
NDB	10/24/2025	Review and analyze mediation brief and MOU. Analyze settlement agreement for conformity with MOU terms. Explain terms and process of payout to Plaintiff. Follow up to obtain signature.	1.30	$850.00	$1,105.00

TM	10/29/2025	Review file and pertinent documents, including MOU and settlement agreement; discussed case status with team; drafted Declaration of Plaintiff ISO approval motion; email to client to discuss declaration.	2.50	$450.00	$1,125.00
HD	10/30/2025	Review court appearance requirements. Obtain information for Remote appearance for Case Management Conference (10/31/2025)	0.20	$250.00	$50.00
TM	10/31/2025	Planned and prepared for upcoming CMC; attended CMC; advised firm and team re CMC.	1.50	$450.00	$675.00
HD	10/31/2025	Research and provide attorney Moran with the Court's availability for the Motion for Preliminary Approval of Class Action Settlement.	0.20	$250.00	$50.00
HD	10/31/2025	Draft Notice of Ruling. Forward to attorney Moran for review and finalization.	0.50	$250.00	$125.00
HD	10/31/2025	Reserve hearing date for Motion for Preliminary Approval of Class Settlement via the Court's Online Reservation System. Obtain receipt and Reservation ID. Circulate to handling attorneys and staff.	0.30	$250.00	$75.00
HD	10/31/2025	Edit, execute and finalize Proof of Service. Process and submit Notice of Ruling re Case Management Conference to Court for filing via One Legal and serve via email.	0.50	$250.00	$125.00
SP	11/05/2025	Reviewed and analyzed correspondence, pleadings and settlement agreement. Sent follow up email to OPC re FAC and Stipulation to file FAC.	0.40	$675.00	$270.00
SP	11/05/2025	Sent follow up email to OPC re: FAC and Stipulation. Finalized FAC and exhibits and requested paralegal to file and serve.	0.80	$675.00	$540.00
SP	11/06/2025	Reveiwed and analyzed correspondence. Followed up with team re: filing.	0.30	$675.00	$202.50
TM	11/13/2025	Reviewed Joint Stipulation to File FAC.	0.40	$450.00	$180.00
TM	11/21/2025	Revised declaration of Dedet ISO MPA; email to client re declaration ISO MPA.	0.50	$450.00	$225.00
JH	12/10/2025	F/u with co-counsel re execution of argeement; discuss with defense counsel re same	0.30	$750.00	$225.00
JH	12/17/2025	Review/analyze fully executed agreement; criculate; corresp w defense counsel re decl per section 7.1	0.30	$750.00	$225.00
JH	12/29/2025	Review file; draft/revise joint CMC Stmt; circulate to defendant for review	0.40	$750.00	$300.00

HD	12/29/2025	Review ROA and status of the matter. Including recent orders. Draft shell for Joint CMC Statement. Forward to attorney Herman for completion and finalization	0.50	$250.00	$125.00
HD	12/29/2025	Obtain, download and circulate order for Leave to file Plaintiff's First Amended Class and Representative Complaint.	0.30	$250.00	$75.00
KN	12/30/2025	Review status of settlement; review past emails; review final agreement and plan next steps; review forms for Riverside compliance	0.30	$950.00	$285.00
KN	01/05/2026	Review final Agreement; analysis of issues; prepare approval chart; begin drafting exhibits; review CMO for exhibit issues	2.50	$950.00	$2,375.00
SP	01/06/2026	Reviewed and analyzed correspondence. Reviewed docket and pleadings. Sent correspondence to KN and HD re: First Amended Complaint filed copy.	0.30	$675.00	$202.50
KN	01/06/2026	Draft exhibits; review and revise draft exhibits; email draft exhibits to the Defendant; update approval chart	2.75	$950.00	$2,612.50
JH	01/06/2026	Review/analyze draft exhibits to longform agreement	0.30	$750.00	$225.00
KN	01/06/2026	Preparations for motion drafting; analysis of CMO issues; review and analyze Kullar information.	1.00	$950.00	$950.00
JH	01/07/2026	Review agreement; discuss amendement with KN; corresp w defense counsel re same	0.40	$750.00	$300.00
KN	01/07/2026	Review issue with PAGA allocation in the Agreement; discuss with JH; review emails and advise staff; correct the exhibits; email Defendant	1.50	$950.00	$1,425.00
KN	01/07/2026	Draft motion for preliminary approval; additional analysis of needed kullar presentation for the motion; email to Defendant	5.30	$950.00	$5,035.00
JH	01/08/2026	Draft/revise stip to amend agreement; discuss with KN; circulate to defense counsel	0.60	$750.00	$450.00
KN	01/08/2026	Review JH email and draft Stipulation; analysis of issues; advise JH	0.50	$950.00	$475.00
HD	01/12/2026	Obtain, download and save filed First Amended Class and Representative Action Complaint to the file and circulate to staff.	0.30	$250.00	$75.00
KN	01/14/2026	Review past emails; review status; memo to JH	0.30	$950.00	$285.00
HD	01/14/2026	Upload the First Amended Class and Representative Action Complaint to LWDA.	0.30	$250.00	$75.00

KN	01/15/2026	Review status and past emails; prepare pleading form for Admin declaration; memo to Admin regarding declaration	0.50	$950.00	$475.00
KN	01/20/2026	Draft declaration ISO motion; work on CMO issues and citations; prepare final Admin declaration; emails with staff about issues to correct; advise JH	5.00	$950.00	$4,750.00
TM	01/20/2026	Planned and prepared for upcoming Status Conference	0.50	$450.00	$225.00
AB	01/20/2026	Review / analyze question from partner re Labor Code 227.3. (Settlement releases of all claims alleged). Review/analyze mediation notes / MOU / long form / mediator's proposal. Draft/send memo in response.	2.00	$895.00	$1,790.00
TM	01/21/2026	Attended Status Conference; reviewed emails with OPC and co-counsel re status of MPA; advised firm and team re case status.	2.50	$450.00	$1,125.00
KN	01/22/2026	Work on declaration; further analysis and work on CMO issues; prepare and finalize exhibits for declaration; finalize declaration	2.50	$950.00	$2,375.00
KN	01/22/2026	Review and revise motion for preliminary approval; finalize motion; file and serve motion; serve LWDA.	2.00	$950.00	$1,900.00
TM	02/10/2026	Review file and court docket; drafted joint CMC Statement; discussed with team; email to OPC re joint statement.	0.80	$450.00	$360.00
JH	02/18/2026	Review/analyze tentative ruling on MPA; discuss with KN and advise; review decl from OPC re settlement	0.50	$750.00	$375.00
KN	02/19/2026	Court appearance - motion for preliminary approval; prepare for hearing	2.50	$950.00	$2,375.00
JH	02/19/2026	Discuss with KN re hearing on MPA; advise team	0.30	$750.00	$225.00
KN	02/27/2026	Work on supplemental declaration and cy pres declaration; email Defendant; update proposed order; finalize documents; file and serve documents.	2.00	$950.00	$1,900.00
KN	02/27/2026	Finalize supplemental documents; file and serve documents; serve LWDA	1.00	$950.00	$950.00
TM	03/06/2026	Reviewed Court's tentative ruling re MPA.	0.20	$450.00	$90.00
KN	03/06/2026	Review tentative ruling; email Defendant; review documents regarding issue in ruling; contact Court clerk regarding hearing	0.50	$950.00	$475.00
KN	03/09/2026	Court appearance - motion for preliminary	1.25	$950.00	$1,187.50

		approval (con't); prepare for hearing; review documents			
HD	03/24/2026	Submit Request For Refund to Court for filing via One Legal.	0.30	$250.00	$75.00
HD	04/13/2026	Contact the clerk of the court to inquire about the status of the Revised proposed order. report back to attorney Nordrehaug	0.30	$250.00	$75.00
KN	05/13/2026	Review rejection notice; Revise proposed order; file and serve documents	0.75	$950.00	$712.50
KN	05/26/2026	review court notice; revise and finalize proposed order; file and serve documents	1.00	$950.00	$950.00
KN	06/26/2026	Review status; memo to staff	0.20	$950.00	$190.00
JH	07/02/2026	Reivew/analyze revised preliminary approval order; further review settlement agreement; begin drafting MFA/Fee Motion notice and memorandum; discuss with KN	2.00	$750.00	$1,500.00
KN	07/14/2026	Review signed order; memo to staff; memo to Admin with instructions and documents; update chart	1.00	$950.00	$950.00
TM	07/22/2026	Reviewed TPA's admin timeline.	0.20	$450.00	$90.00
TM	07/29/2026	Review file to draft CMC statement; review docket and advise team re calendar.	0.40	$450.00	$180.00
TM	07/31/2026	Reviewed TPA's admin timeline and class notice packet.	0.30	$450.00	$135.00
TM	08/03/2026	Reviewed TPA's revised class notice packet.	0.20	$450.00	$90.00
KN	08/04/2026	Review Admin email and timeline; review formatted notice and respond.	0.50	$950.00	$475.00
TM	08/14/2026	Reviewed TPA's revised preliminary calculations.	0.20	$450.00	$90.00
KN	09/12/2026	Review Admin email; revie weekly report	0.20	$950.00	$190.00
KN	09/16/2026	Review Class Member correspondence; email to Admin	0.25	$950.00	$237.50
KN	09/21/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
JH	09/24/2026	Continue and finish draft of MFA/Fee Motion; review admin reports and amened MPA order; discuss with KN; corresp w co-counsel re supporting declarations	1.80	$750.00	$1,350.00
KN	09/28/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
KN	09/30/2026	Revise and revise motion for final approval; memo to staff; revise and redline proposed order;	2.50	$950.00	$2,375.00

		email Defendant			
TM	10/01/2026	Reviewed draft of MFA; discussed with team.	0.80	$450.00	$360.00
JH	10/01/2026	Review KN revisions to MFA/Fee motion; review updated admin reports and attorney billing/costs; corresp. w co-counsel re declarations and loadstar analysis; draft supporting declaration; advise HD re tables	2.00	$750.00	$1,500.00
TM	10/05/2026	Reviewed TPA's settlement report.	0.20	$450.00	$90.00
KN	10/05/2026	Review Admin email; review weekly report	0.20	$950.00	$190.00
KN	10/06/2026	Review and revise declaration ISO motion; review billing for accuracy; review Bibian draft declaration and email comments to co-counsel	1.25	$950.00	$1,187.50
KN	10/06/2026	Work on motion for final approval; revise motion and finalize motion; update proposed order; file and serve motion; serve LWDA	2.75	$950.00	$2,612.50
			Quantity Subtotal		**208.6**
			Services Subtotal		**$157,112.50**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/10/2024	PAGA Filing Fee	1.00	$75.00	$75.00
Expense	10/22/2024	Court fee/Document Fee	1.00	$6.00	$6.00
Expense	10/22/2024	One Legal/Court Fees	1.00	$1,519.12	$1,519.12
Expense	10/23/2024	Mediation Fees - Marlin.	1.00	$10,000.00	$10,000.00
Expense	11/22/2024	FedEx	1.00	$35.27	$35.27
Expense	11/22/2024	FedEx	1.00	$40.00	$40.00
Expense	12/16/2024	One Legal/Court Fees	1.00	$20.96	$20.96
Expense	12/27/2024	One Legal/Court Fees	1.00	$23.02	$23.02
Expense	05/02/2025	Berger Consulting	1.00	$9,720.00	$9,720.00
Expense	05/22/2025	One Legal/Court Fees	1.00	$23.02	$23.02
Expense	07/18/2025	One Legal/Court Fees	1.00	$23.02	$23.02
Expense	10/30/2025	One Legal/Court Fees	1.00	$23.02	$23.02
Expense	11/15/2025	One Legal/Court Fees	1.00	$23.02	$23.02
Expense	12/22/2025	FedEx	1.00	$36.15	$36.15

Expense	01/12/2026	One Legal/Court Fees	1.00	$24.12	$24.12
Expense	01/19/2026	FedEx	1.00	$30.07	$30.07
Expense	02/05/2026	One legal filing charge	1.00	$490.90	$490.90
Expense	02/13/2026	One Legal/Court Fees	1.00	$24.12	$24.12
Expense	03/02/2026	One legal charge	1.00	$67.28	$67.28
Expense	03/26/2026	One legal filing charge	1.00	$24.12	$24.12
Expense	04/13/2026	One Legal/Court Fees	1.00	$18.58	$18.58
Expense	05/13/2026	One legal charge	1.00	$67.28	$67.28
Expense	05/26/2026	One legal filing charge	1.00	$18.58	$18.58
Expense	07/01/2026	One legal filing charge	1.00	$24.12	$24.12
Expense	08/03/2026	Refund of filing fees from Court.	1.00	-$451.82	-$451.82
Expense	10/06/2026	One legal filing charge - motion fee	1.00	$84.12	$84.12
				Expenses Subtotal	**$21,989.07**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	25.0	$895.00	$22,375.00
Scott Blumenthal	15.8	$450.00	$7,110.00
Nicholas De Blouw	38.0	$850.00	$32,300.00
Ricardo Ehmann	10.2	$675.00	$6,885.00
Jeffrey Herman	33.3	$750.00	$24,975.00
Trevor Moran	19.1	$450.00	$8,595.00
Kyle Nordrehaug	49.4	$950.00	$46,930.00
Sergio Puche	8.1	$675.00	$5,467.50
Brooke Waldrop	0.1	$750.00	$75.00
Heather Drosi	9.6	$250.00	$2,400.00
		Quantity Total	**208.6**
		Subtotal	**$179,101.57**
		Total	**$179,101.57**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/05/2026	$179,101.57	$0.00	$179,101.57
			Outstanding Balance	**$179,101.57**
			Total Amount Outstanding	**$179,101.57**

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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Kyle R. Nordrehaug (State Bar #205975)
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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, individuals, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney generals,

Plaintiffs,

vs.

METAL CONTAINER (MCC) LP, a Limited Partnership; and DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2405838

DECLARATION OF JOHN DEDET IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Hearing Date:
Hearing Time:

Judge: Hon.
Dept:

Date Filed: October 17, 2024
Trial Date: Not set

I, John Dedet, declare as follows:

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

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

3. I worked for the defendant Metal Container (MCC) LP ("MCC") in California from July of 2021 to June of 2024, and during that time period was classified by MCC as a non-exempt employee.

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

5. I decided to file this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. For example, I was forced to work off the clock as I was frequently called to the floor to start working from the cafeteria while waiting to clock in. To that end, despite commonly arriving 30-45 minutes early, I could not clock in until 15 minutes before shift start time. I was also not compensated for my time after entering the parking lot which required the use of my Kronos badge to access. Additionally, I did not always receive compliant meal and rest breaks which were often late, short or missed entirely – and when these violations occurred, I did not receive all break penalty payments I was entitled to. Further, Defendant failed to consider my "Gain Share" payments while calculating the regulate rate for my overtime, meal premiums and sick pay, resulting in underpayment. Additionally, I was not reimbursed for the use of my personal cellular phone, which I was forced to use in furtherance of my job duties.

6. I spoke to my attorneys several times and discussed how MCC implemented its company

policies and procedures. I also assisted my attorneys in their investigation into my claims by providing them documents and answering their questions. I reviewed the complaint before it was filed and was given access to an electronic file sharing program that alerted me via email when important documents were filed so that I could review them and keep up with the developments in the case which I understood was one of my duties as a class representative. I could also access court filings from this case on my attorney's law firm website. Also, I was informed that MCC had the right to take my deposition, and that the preparation and deposition itself could take multiple days. Although my deposition was not taken, I feel I would have been adequately prepared and comfortable to give testimony on my experiences.

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

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

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

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up

to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on April 24, 2025, with Louis Marlin, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to come to an agreement to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I closely reviewed and signed the Memorandum of Understanding on June 18, 2025, and when the final settlement agreement was ready, I reviewed it closely and signed it.

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

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

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

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

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

Executed on 11/30/2025, at Norco, California.
(city, state)

John Dedet (Nov 30, 2025 18:51:30 PST)
John Dedet

EXHIBIT #6

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Attorneys for Plaintiffs, JOHN DEDET and THOMAS SANNER
on behalf of themselves and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOHN DEDET and THOMAS SANNER, an individual, and on behalf of all others similarly situated,

Plaintiffs,

v.

METAL CONTAINER (MCC) LP, a limited partnership; and DOES 1 through 100, inclusive,

Defendant.

CASE NO.: CVRI2405838

[Assigned for all purposes to the Hon. Harold W. Hopp in Dept. 1].

DECLARATION OF PLAINTIFF THOMAS SANNER IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF THOMAS SANNER

1. I am a party to this action and reside in the State of California. I am fully competent to make this declaration. I have personal knowledge of the facts set forth herein, except for those stated on information and belief, and as to those I am informed and believe them to be true. If called upon to testify, I could and would testify as set forth herein.

2. I make this Declaration in support of Plaintiffs' Motion for Final Approval of Class and Representative Action Settlement.

3. I was employed by Metal Container (MCC) LP, doing business as Metal Container Corporation ("Defendant"), as a non-exempt, hourly-paid employee, with duties that included, but were not limited to, keeping the canning machine running, within California from approximately September 2021 through the present.

4. I am informed and believe that throughout my employment with Defendant myself and other non-exempt employees of Defendant were not paid all wages owed because we were not paid for all time under Defendant's control, or for which we were suffered or permitted to work by Defendant. In addition, I am informed and believe we were not paid all overtime hours worked at the overtime rate of pay owed due to, without limitation, failure to record all time worked and failure to pay for off-the-clock work.

5. During my employment with Defendant, I often took meal periods that were after the fifth hour, short, or not duty-free. I witnessed other non-exempt, hourly paid employees with my job duties often taking meal periods that were after the fifth hour, short, or not duty-free, as well.

6. I do not recall receiving any premium pay for the full, timely and uninterrupted meal periods I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, timely and uninterrupted meal periods either.

7. I do not believe I was provided with opportunities to take full, uninterrupted 10-minute rest periods while working with Defendant and am informed and believe my coworkers were often not provided with such an opportunity, either.

8. I do not recall receiving any premium pay for the full rest breaks I was not provided an opportunity to take and am informed and believe that my coworkers were not provided premium pay for not being provided with the opportunity to take full, uninterrupted 10-minute rest periods, either.

9. Before and during the course of litigation, I was actively involved in assisting my attorneys to support the wage and hour claims asserted. My involvement began before the initial complaint was filed wherein, I provided first-hand knowledge and documentation as to Defendant practices, their ownership and corporate structure, and their wage and hour policies and practices.

10. Part of the information I relayed was with regard to Defendant's timekeeping policies and practices, and their meal and rest period policies and practices.

11. I provided them with all the documentation provided to me by Defendant during my employment.

12. I assisted in reviewing time and payroll records with my attorneys, and informed them of Defendant's employment policies, and whether those policies matched Defendant's practices.

13. My attorneys called me to ask me questions over several times throughout the litigation and I contacted my attorneys several times to stay updated on the case and offer my assistance on any matters I could be helpful with. I was also available for mediation by telephone, during which I was available to be called to answer the questions posed by the mediator regarding the asserted claims, as well as arguments raised by Defendant. In addition, I worked with my attorneys over the next several weeks after mediation to understand and execute a long form settlement agreement.

14. Over the past few months since the mediation has been resolved, I have stayed in touch with my attorneys to ensure that there was no undue delay in payment for other class members for whom I brought this Action.

15. I believe that, through the present, I have spent at least 29 hours in connection with this matter, which included time spent having preliminary calls with my attorneys; doing an intake with my attorneys; time spent searching for documents relating to my employment; time spent

reading and understanding the Settlement Agreement; time spent answering calls to discuss Defendant's timekeeping, pay, meal and rest periods, and to review time and payroll records; time spent discussing with my attorneys' Defendant's policies and practices; time spent on-call at mediation; and time spent checking in on the status of the case, among other things. I also spent time preparing this declaration to support Plaintiff's Motion for Final Approval of Class and Representative Action Settlement.

16. I feel that by bringing this lawsuit, I could stand up for not only my rights but the rights of other employees who suffered from the same unfair wage practices. I felt that current employees might not want to share their experiences with Defendant since they feared losing their jobs. This is certainly understandable as I, too, have to provide for myself and others.

17. By bringing this lawsuit, I have put the interests of the class ahead of my own.

18. I understood that I could possibly earn a small enhancement if this case is resolved favorably. I also knew that I could face retaliation from Defendant and backlash from former coworkers who are loyal to Defendant. I have also had to provide a general release of claims and a waiver of rights under California Civil Code Section 1542 to Defendant as part of the settlement. My understanding, in addition, is that if I brought this case individually, I may have earned more compensation individually and on a much quicker timeline than the timeline to resolve this Action.

19. My goal in bringing this lawsuit was to obtain a recovery on behalf of the class, and, even more importantly, to put an end to what I believe are illegal practices on the part of Defendant. I believe I have achieved both through this lawsuit and settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct this 3 day of October 2026, at Rancho Cucamonga, California.

Thomas Sanner

THOMAS SANNER