

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (State Bar #287811)
Email: david@tomorrowlaw.com
Henry G. Glitz (State Bar #349815)
Email: henry@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555
Fax: (310) 300-1705

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,

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
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: February 19, 2026
Hearing Time: 8:30 a.m.
Reservation ID: 903998594540

Judge: Hon. Harold W. Hopp
Dept: 1

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

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Metal Container
9 (MCC) LP (“Defendant”) which seeks entry of an order: (1) 1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which consists of the California Class that is “all individuals who are or
12 previously were employed by Defendant in California and classified as a non-exempt employee at
13 any time during the Class Period”, which is September 1, 2021 through July 24, 2025; (3)
14 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing
15 Blumenthal Nordrehaug Bhowmik De Blouw LLP, Centurion Trial Attorneys, APC, and Bibiyan
16 Law Group, P.C. as Class Counsel; (5) approving the form and method for providing class-wide
17 notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing Apex
18 Class Action LLC as the Administrator, and (8) scheduling a final approval hearing date, proposed
19 for July 9, 2026, to consider Plaintiffs’ motion for final approval of the settlement and for approval
20 of attorneys’ fees, expenses and service awards. Plaintiffs and Defendant (collectively the “Parties”)
21 have reached a full and final settlement of the above-captioned action, which is embodied in the
22 Class Action and PAGA Settlement Agreement (“Agreement”). A true and correct copy of the
23 signed Agreement (with a Stipulation to Correct the PAGA Penalties Allocation) is attached hereto
24 as Exhibit #1. The form of the Agreement is based upon the Los Angeles County Superior Court
25 model form for a class and PAGA settlement. This Declaration incorporates by reference the
26 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
27 in the Agreement.
28

1 Fairness of Settlement

2 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
3 of Nine Hundred Seventy-Five Thousand Dollars (\$975,000) (the “Gross Settlement Amount”) is to
4 be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all
5 issues pending in the Action between the Parties and will be made in full and final settlement of the
6 Released Class Claims in exchange for the payments to Participating Class Members from the Net
7 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
8 fees and costs, (c) the Class Representative Service Payments, and (d) the PAGA Penalties payment.
9 (Agreement at ¶ 1.22.) The following is a table of the key financial terms of the Settlement and the
10 proposed deductions:

11 **\$975,000** (Gross Settlement Amount)

12 - \$30,000 (Plaintiffs’ proposed service awards - not to exceed \$15,000 each)

13 - \$42,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)

14 - \$375,000 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)

15 - \$20,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)

16 - \$8,789 (Administration Expenses Payment - not to exceed amount)

17 **\$549,211** (Net Settlement Amount)

18
19 4. **CMO ¶G(3)(a)(iv) - Relief to the Class** - The relief provided in the Settlement will
20 benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiffs
21 or segments of the Class in any way. Payments to the Class Members are all determined under a
22 neutral methodology. Each Participating Class Member will receive the same opportunity to
23 participate in and receive payment through a neutral formula that is based upon the weeks worked
24 by that individual. The relief provided in the Settlement will benefit all members of the Class.

25 5. On April 24, 2025, the Parties participated in an all-day mediation session presided
26 over by Louis Marlin, Esq., a respected and experienced mediator of wage and hour class actions.
27 In preparation for the mediation, Defendant provided Class Counsel with timekeeping and
28 employment data and other information regarding the Class Members, various internal documents,

1 and other compensation and employment-related materials. Class Counsel analyzed the data with
2 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to
3 the mediator. The final settlement terms were negotiated and set forth in the Agreement now
4 presented for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this
5 Settlement is fair, reasonable, and adequate.

6
7 **6. CMO ¶G(3)(a)(ii) - Estimated Maximum Recovery / ¶G(3)(a)(i) - Class Size -**

8 Based upon 320 Class Members who collectively worked 41,779 workweeks (Agreement at ¶ 4.1),
9 the Gross Settlement Amount provides an average value of \$3,046 per Class Member and \$23 per
10 workweek and after deductions, the Net Settlement Amount provides an average recovery of
11 \$1,716.28 per Class Member and a recovery of \$13.14 per workweek. This means that a Class
12 Member who worked the entire Class Period (204 weeks) will have a net recovery of \$2,680.56, and
13 a Class Member who worked only a single week in the Class Period will have a net recovery of
14 \$13.14. The class size and workweek figures are in the Agreement at paragraph 4.1. The
15 calculations to compensate for the amount due for the Class at the time of the mediation were
16 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at
17 issue in this Action, Plaintiffs used this expert to analyze the data and determine the potential unpaid
18 wages for the employees. The maximum potential damages were calculated to be \$336,004 for the
19 alleged unpaid sick pay and meal premiums as a result of the miscalculation of the regular rate,
20 \$2,250,348 for the alleged unpaid wages due to off-the-clock work at 1 hour per week, \$985,049 for
21 alleged meal period damages based upon a 17.2% potential violation rate for shifts observed in the
22 time records and after deduction of meal premiums paid by Defendant, and \$1,063,256 for alleged
23 rest period damages based upon the same 17.2% potential violation rate observed for meal breaks,
24 \$53,245 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month.
25 The claim regarding vacation pay was determined to have no value because the Defendant did not
26 have a use-it or lose-it policy. As a result, the total damage valuation was calculated that Defendant
27 was subject to a maximum damage claim in the amount of \$6,678,298. As to potential penalties,
28 Plaintiffs calculated that potential waiting time penalties were a maximum of \$1,474,527, and

1 potential maximum wage statement penalties were \$904,650.¹ Consequently, the Gross Settlement
2 Amount of \$975,000 represents more than 14.5% of the maximum value of the alleged damages at
3 issue in this case at the time this Settlement was negotiated.² Importantly, the recent decision that
4 good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.
5 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
6 penalties, even if wages were owed to the Class. The above maximum calculations should then be
7 adjusted in consideration for both the risk of class certification and the risk of establishing class-
8 wide liability on all claims as discussed in more detail in paragraph 6(a) of the Declaration of
9 Nordrehaug. Given the amount of the settlement as compared to the potential value of claims in this
10 case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific details
11 as to the valuation and risk-rating of the claims for purposes of mediation and the negotiation of the
12 Settlement are as follows:

13 **A. CMO ¶G(3)(a)(iii) - Estimated Realistic Recovery** - The above provides
14 the estimate of the maximum recoveries on the class claims. The above maximum calculations
15 should then be adjusted in consideration for both the risk of certification and the risk of establishing
16 class-wide liability on all claims. The alleged unpaid wages due to alleged off-the-clock work
17 presents a medium likelihood of certification (50%) because of the potential for variances between
18 employees, and a lower likelihood of establishing liability and class-wide damage (30%) in light of
19 the Defendant’s argument that all work time was recorded and the fact that the amount of
20 unrecorded time is difficult to establish. Using these risk ratios, the reasonable class recovery on
21

22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
25 wages for meal or rest periods or other wages were owed given Defendant’s position that Plaintiffs
26 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
4th 576, 584 (2010) (“There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.”).

27 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 this off-the-clock claim would be \$337,552. The meal period claim presents a medium likelihood of
2 certification (50%) and a medium likelihood of liability (50%) in light of the 17.2% incidence of
3 potential violations in the time records and the Defendant's policies that instruct employees to take
4 meal breaks. Using these risk ratios, the reasonable class recovery on this meal period claim would
5 be \$246,262. The rest period claim presents the same a medium likelihood of certification (50%)
6 and a low likelihood of liability (25%) because of the Defendant's defense that they have facially
7 lawful policies that instruct employees to take the required rest breaks and the fact there are no
8 records as to rest breaks. Using these risk ratios, the reasonable class recovery on this rest period
9 claim would be \$132,907. The expense reimbursement claim presents a high likelihood of
10 certification (75%), but a medium likelihood of liability (50%) because of the Defendant's defense
11 that personal cell phone usage was a not a required expense as such expense was merely convenient
12 to the employee which is not recoverable. Using these risk ratios, the reasonable class recovery on
13 this reimbursement claim would be \$19,967. The vacation pay claim was not supported by a use-it
14 or lose-it policy, and thus was risk-rated to \$0. The alleged claim for unpaid sick pay and meal
15 premiums based on the miscalculation of the regular rate presented a good likelihood of certification
16 (75%) but presented a medium likelihood for liability and class-wide recovery (50%) given the
17 Defendant's contention that the regular rate was calculated properly and that the alleged incentive
18 compensation types were either included in the calculation or were not legally required to be
19 included, as well as the uncertainty about a private right of action for sick pay damages, particularly
20 for current employees. Using these risk ratios, the reasonable class recovery on this claim for
21 underpaid sick pay and meal premiums would be \$126,002. The waiting time claim is entirely
22 derivative of the above claim for failure to pay wages, and therefore bear the same risks, and also
23 have the additional risk of Defendant's "good faith" defense, which I estimate would reduce the
24 likelihood further by 25% for the good faith defense under *Naranjo*, leads to a reasonable realistic
25 recovery on this waiting time claim of \$92,158. As to the wage statement claim, this claim is
26 derivative and perhaps could only be recovered based upon a theory that the hours worked were not
27 accurately stated. If we apply the risks from the off-the-clock claim, and then apply an additional
28 25% risk-rating for the unique defenses under *Naranjo* to this claim which are lack of wilfulness

1 and not intentional because of alleged lawful policies, leads to a reasonable class recovery on this
2 wage statement claim of \$56,541. All combined, these realistic recoveries total \$1,011,289, which
3 compares favorably to the amount of the settlement in this case, which is guaranteed and without
4 delay and appeal.

5 **B. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA
6 penalties are paid primarily (75%) to the State of California, and do not compensate for or release
7 the individual claims of the employees. As such, the PAGA Claim is not included in this valuation,
8 however, the PAGA claim is addressed separately below at paragraph 33.

9
10 Procedural History of the Litigation

11 7. On July 10, 2023, Plaintiff John Dedet filed with the LWDA and served on
12 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
13 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The
14 PAGA Notice by Plaintiff La Grow specifically alleged violations of Labor Code §§ 201, 202, 203,
15 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
16 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
17 California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and
18 violation of the applicable Wage Order(s). This PAGA Notice by Plaintiff Dedet is attached hereto
19 as Exhibit #2 for the Court's reference and also included a copy of the draft complaint with the
20 PAGA Notice. The PAGA Notices for Plaintiff Sanner is attached to the Declaration of David
21 Bibiyan filed herewith.

22 8. On September 20, 2024, Plaintiff Sanner filed a Class Action Complaint against
23 Defendant in the Superior Court of the State of California, County of Riverside (the "Sanner Class
24 Action"). Plaintiff Sanner's Class Action Complaint asserted claims against Defendant for: (a)
25 Failure to pay overtime wages; (b) Failure to pay minimum wages; (c) Failure to provide required
26 meal periods; (d) Failure to provide required rest periods; (e) Waiting time penalties; (f) Wage
27 Statement Violations; (g) Failure to timely pay wages; (h) Failure to indemnify; (I) Violation of
28 Labor Code 227.3; and (j) Unfair Competition. On October 30, 2024, Defendant removed Sanner

1 Class Action to the United States District Court for the Central District of California. On February
2 14, 2024, Plaintiff Dedet filed a separate Representative Action Complaint in the Superior Court of
3 the State of California, County of Riverside against Defendant (the “Dedet PAGA Action”).
4 Plaintiff Dedet’s Representative Action Complaint asserted one cause of action against Defendant
5 for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201,
6 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
7 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B),
8 California Code Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the
9 applicable Wage Order(s).

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

14 10. **CMO ¶G(3)(a)(v) - Investigation** - Over the course of litigation, the Parties engaged
15 in the investigation of the claims, including informal discovery, and the production of hundreds of
16 pages of documents, class data, and other information, allowing for the full and complete analysis of
17 liabilities and defenses to the claims in the Action. The information for mediation obtained by
18 Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data sampling for
19 the class covering 53 employees, 28,562 shifts worked and 7,834 workweeks; (3) Defendant’s wage
20 and hour policies; (4) the employment file for the Plaintiffs; and, (5) samples of wage statements
21 provided by Defendant. As such, Class Counsel received the data and information for the Class,
22 which was sufficient for Plaintiffs’ expert to prepare the valuations of the claims for the Class.

23 11. Class Counsel has extensive experience in litigating wage and hour class actions in
24 California. The Parties have intelligently litigated the Action since inception. During the course of
25 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
26 Defendant have engaged in significant research and investigation in connection with the Action.
27 Plaintiffs obtained both formal and informal discovery and the production of relevant documents
28 and data from the Defendant. Class Counsel has thoroughly analyzed the value of the claims during

1 the prosecution of this Action and utilized an expert to perform an analysis of the data and valuation
2 of the claims.

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

12 13. Although a settlement has been reached, Defendant denies any liability or
13 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
14 any purpose other than settlement, the Action is appropriate for class and/or representative
15 treatment. Defendant contends, among other things, that it has complied at all times with the
16 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
17 Defendant contends that class certification is inappropriate for any reason other than for settlement.
18 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
19 that the Action is appropriate for class certification on the basis that the claims meet the requisites
20 for class certification. Without admitting that class certification is proper, Defendant has stipulated
21 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.15). The
22 Parties agree that certification for settlement purposes is not an admission that class certification is
23 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
24 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
25 stipulate and agree that the requisites for establishing class certification with respect to the Class are
26 satisfied.

27 14. Class Counsel has conducted an investigation into the facts of the class action.
28

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

12
13 Settlement Terms and Plan of Allocation

14 15. The Gross Settlement Amount is Nine Hundred Seventy-Five Thousand Dollars
15 (\$975,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of
16 the following elements: (1) payment of the Individual Class Payments to the Participating Class
17 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
18 Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs;
19 and (5) the PAGA Penalties payment allocated 65% to the LWDA and 35% to the Aggrieved
20 Employees as their Individual PAGA Payments. (Agreement at ¶ 1.22.) The Agreement initially
21 provided for a 75/25 allocation, but because of the fact that the PAGA claim was initiated after June
22 19, 2024, the Parties have corrected this error by stipulating to a correction of this allocation to
23 65/35 under the current version of Labor Code § 2699(m). This stipulation to correct this allocation
24 is attached at the end of Exhibit #1. The Gross Settlement Amount does not include Defendant's
25 share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no
26 reversion to Defendant. (Agreement at ¶ 3.1.)

27 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
28

1 payroll taxes thereon no later than fourteen (14) days after the Effective Date. (Agreement at ¶ 4.3.)
2 The distribution of Individual Class Payments to Participating Class Members will be made within
3 14 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

4 17. The amount remaining in the Gross Settlement Amount after the deduction of
5 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
6 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
7 Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement
8 Amount”) shall be allocated to Class Members as their Individual Class Payments. (Agreement at
9 ¶¶ 1.28 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing
10 the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
11 Members during the Class Period and (b) multiplying the result by each Participating Class
12 Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's
13 records, however, Class Members will have the right to challenge the number of Workweeks.

14 18. **CMO ¶G(7) and G(8) - Exclusions and Objections** - Class Members may choose
15 to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5,
16 Ex. A.) The Class Notice Packet will include an Exclusion Form and an Objection Form.
17 (Agreement at ¶¶ 8.5(a), 8.7(b), Ex. A.) All Class Members who do not “opt out” will be deemed
18 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
19 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
20 submit an opt-out request, will be paid their allocation of the PAGA Penalties and will remain
21 subject to the release of the Released PAGA Claims regardless of their request for exclusion from
22 the Class. (Agreement at ¶¶ 6.4 and 8.5(d).) Finally, the Class Notice will advise the Class
23 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at
24 ¶¶ 8.6 and 8.7, and Ex. A.)

25 19. **CMO ¶G(3)(c)(i) - Uncashed Checks**- Participating Class Members must cash their
26 Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any
27 settlement checks not cashed within 180 days will be voided and any funds represented by such
28 checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil

1 Procedure Section 384(b) (“Cy Pres Recipient”). The Parties propose Legal Aid at Work as the Cy
2 Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest,
3 financial or otherwise, with this intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

4 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
5 administer the settlement in this action (“Administrator”). (Agreement at ¶ 1.2.) The Administrator
6 will be paid for settlement administration in an amount not to exceed \$8,789. (Agreement at ¶
7 3.2(c).) Apex Class Action provided an estimate of \$7,990 for administration expenses and the
8 Declaration of Sean Hartranft from Apex Class Action is filed herewith.

9 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
11 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
12 Class Counsel Litigation Expenses Payment in an amount not to exceed \$42,000. (Agreement at ¶
13 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no than \$15,000 each
14 to the Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

15 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
16 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
17 Labor Code Section 2698, *et seq.* (“PAGA”). The PAGA Penalties are \$20,000. (Agreement at ¶¶
18 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(m), the PAGA
19 Payment shall be allocated as follows: 65% shall be allocated to the Labor Workforce Development
20 Agency (“LWDA”) as its share of the civil penalties and 35% allocated to the Individual PAGA
21 Payments to be distributed to the Aggrieved Employees based on the number of their respective
22 PAGA Pay Periods.³ (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the
23 LWDA has been served with this motion and the Agreement.

26 ³ The Agreement initially provided for a 75/25 allocation, but because of the fact that the PAGA
27 claim was initiated after June 19, 2024, the Parties have corrected this error by stipulating to a
28 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.

1 Risks of Continued Litigation and Standards for Approval

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

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

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

10 26. This settlement is therefore certainly entitled to preliminary approval. Were this
11 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
12 things, that wages were owed on a class-wide basis.

13 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
14 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
15 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel over the course
16 of litigation. The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the
17 not to exceed amount for the requested service award is within the accepted range of awards for
18 purposes of preliminary approval, subject to the Court's determination at final approval. *See e.g.*
19 *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022)
20 (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow*
21 *Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
22 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)
23 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*
24 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
25 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,
26 *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of
27 \$100,000 in enhancements).

28 28. The stage of the proceedings at which this Settlement was reached also militates in

1 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
2 conducted a thorough investigation into the facts of the class action. Class Counsel began
3 investigating the Class Members' claims before the Action was filed, and during the course of
4 litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class
5 Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was
6 also experienced with the claims at issue here, as Class Counsel previously litigated and settled
7 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
8 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
9 success on the merits and the results that could be obtained through further litigation.

10 29. Based on the foregoing data and their own independent investigation and evaluation,
11 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
12 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
13 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
14 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
15 possessed sufficient information to make an informed judgment regarding the likelihood of success
16 on the merits and the results that could be obtained through further litigation.

17
18 Class Certification Issues

19 30. Plaintiffs contend that the proposed settlement meets all of the requirements for class
20 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
21 the Court may appropriately approve the Class as defined in the Agreement. This Court should
22 conditionally certify the Class, for settlement purposes only, defined as:

23 All individuals who are or previously were employed by Defendant in California and
24 classified as a non-exempt employee at any time during the Class Period.

25 (Agreement at ¶ 1.5).

26 The Class Period is from September 1, 2021 to July 24, 2025. (Agreement at ¶ 1.13).

27 a. **Numerosity** - Plaintiffs assert that the 320 current and former employees that
28

1 comprise the Class can be identified based on Defendant's records and are sufficiently numerous for
2 class certification.

3 b. **Common Issues Predominate** - Plaintiffs contend that common questions of
4 law and fact are present, specifically the common questions of whether Defendant's employment
5 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
6 whether Class Members were lawfully compensated for all hours worked, whether Defendant failed
7 to provide required expense reimbursement, and whether Class Members are entitled to damages
8 and penalties as a result of these practices. Plaintiffs contend that certification of this Class is
9 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
10 Members. As a result, these common questions of liability could be answered on a class wide basis.

11 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
12 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as
13 non-exempt employees, and, like every other member of the Class, were subject to the same
14 employment practices. Plaintiffs, like every other member of the Class, also claim owed
15 compensation as a result of the Defendant's uniform company policies and practices. Thus, the
16 claims of Plaintiffs and the members of the Class arise from the same course of conduct by
17 Defendant, involve the same issues, and are based on the same legal theories.

18 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
19 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
20 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
21 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
22 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
23 communicated with Class Counsel, provided documents and information to Class Counsel, and
24 participated in the investigation and resolution of the Action. The personal involvement of the
25 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.
26 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
27 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
28 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same

1 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and
2 adequacy of representation is satisfied.

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

1 affiliation with the proposed Cy Pres Recipient nor the proposed Administrator for this settlement.
2 Thus, the adequacy requirement for my firm is satisfied.

3 32. **CMO ¶G(5) - Class Notice** - The Class Notice, drafted jointly and agreed upon by
4 the Parties through their respective counsel and to be approved by the Court, is based on the Los
5 Angeles model form and includes all relevant information. (See Exhibit “A” to the Agreement.) The
6 Parties agree that the Class Notice need only be in English as all Class Members were able to read
7 and understand English as a condition of their employment. The Class Notice will include, among
8 other information: (i) information regarding the Action; (ii) the impact on the rights of the Class
9 Members if they do not opt out, including a description of the applicable release; (iii) information to
10 the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
11 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys’ fees and
12 expenses to be sought; (v) the amount of the Plaintiffs’ service award request; and (vi) the
13 anticipated expenses of the Administrator. An Objection form and a Request for Exclusion form
14 will accompany the Class Notice, the forms of which are part of Exhibit A to the Agreement. The
15 Class Notice will state that the Class Members shall have sixty (60) days from the date that the
16 Class Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or to
17 submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the
18 opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to
19 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
20 timely and proper request to opt-out will automatically receive a payment of their Individual Class
21 Payment. This notice program was designed to meaningfully reach the Class Members and it
22 advises them of all pertinent information concerning the Settlement.

23
24 33. **CMO ¶G(9) - The PAGA Claim** - Based upon the 239 Aggrieved employees who
25 worked 12,544 pay periods, the 35% of the PAGA Penalties (\$7,000) allocated to the Aggrieved
26 Employees result in an average payment of \$29.28 per Aggrieved Employee and \$0.55 per pay
27 period.

28 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201

1 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
2 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
3 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
4 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
5 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
6 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
7 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
8 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
9 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
10 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
11 class members." (LWDA Response at p.4).

12 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
13 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be
14 between \$627,200 and \$1,254,400 for a single violation in every one of the 12,544 pay periods at
15 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
16 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
17 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
18 rate per pay period but without stacking.⁴

19 c. **Stacking of Penalties** - The violations alleged for PAGA penalties are the
20 same as the grounds for the class claims, which are alleged unpaid wages violations (Labor Code §§
21 1194, 1197, 1198); rest period violations (Labor Code §§ 226.7, 512, 1198), expense reimbursement
22 violations (Labor Code §§ 1198, 2802) waiting time violations (Labor Code §§ 203), and wage
23 statement violations (Labor Code §§ 226 and 1198). While these are each individual grounds for
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$627,200 and \$1,254,400 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA
casts further doubt on whether stacking would be permitted.

1 the class recovery, it is not at all clear whether PAGA penalties can be “stacked”. This is because
2 all but one of the listed violations violated Labor Code §1198 as a predicate violation for the PAGA
3 claim, as well as other Labor Code sections. The exception would be PAGA penalties for waiting
4 penalties under Labor code § 203 would only apply to 32 pay periods where there was a termination
5 of employment, which totals a maximum of \$3,200. I am not aware of any Court that has awarded
6 PAGA penalties through stacking of penalties because the alleged conduct violated the same statute
7 for multiple reasons or because the same conduct violates multiple Labor Code sections. Here, if
8 stacking were permitted, there is alleged conduct that would violate two or three Labor Code
9 statutes (i.e. a missed meal period could violate Labor Code §§ 226.7, 512 and 1198), and there is
10 conduct resulting in multiple violations of the same Labor Code statute (i.e. failure to pay wages,
11 failure to provide rest periods, and failure of accurate pay records all could be in violation of Labor
12 Code §1198), which if taken together could mean that PAGA penalties could be calculated to be six
13 times the unstacked value, which would be \$3.6 million to \$2.4 million in stacked PAGA penalties
14 for the 12,544 pay periods at issue in the PAGA claim. This stacking issue would implicate the
15 requirement of Section 2699(c)(2) that the court “the court “may award a lesser amount than the
16 maximum civil penalty amount specified by this part if, based on the facts and circumstances of the
17 particular case, to do otherwise would result in an award that is **unjust, arbitrary and oppressive,**
18 **or confiscatory.**” It may be argued that awarding PAGA penalties multiple times because the
19 alleged conduct violated the same statute for multiple reasons or because the same conduct violates
20 multiple Labor Code sections is unjust, oppressive and confiscatory. For this reason, Plaintiffs
21 believe that a single un-stacked penalty per pay period is the more realistic valuation.

22 d. **Reasonableness of the PAGA Allocation.** The PAGA allocation in the
23 Settlement is the amount of \$20,000. This allocation is justified by several important
24 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
25 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
26 as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA
27 notification should be awarded, and I am aware of one Court which has so ruled. These additional
28 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties

1 sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
2 the court affirmed a judgment which only provided for a PAGA penalty of \$5 per violation.
3 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiffs'
4 calculation even where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations
5 for all 12,544 pay periods were established, using the valuation from *Carrington* results in a
6 potential recovery of only \$62,720 under PAGA. This means that the PAGA allocation in the
7 Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of
8 PAGA are also served by the fair and reasonable Class recovery under the reasoning of the LWDA
9 in *O'Connor v. Uber*.

10 e. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
11 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
12 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
13 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
14 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
15 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
16 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
17 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
18 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
19 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
20 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
21 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
22 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
23 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
24 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
25 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
26 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
27 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
28 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,

1 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
2 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
3 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
4 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
5 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
6 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
7 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
8 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
9 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
10 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
11 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
12 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
13 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
14 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
15 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
16 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
17 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
18 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
19 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
20 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
21 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
22 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
23 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
24 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

25
26 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
27 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
28 reasonable, and at the time of final approval, my firm will present lodestar to further support the

1 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
2 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
3 of the class action awards obtained by Class Counsel in similar employment actions throughout the
4 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
5 settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior
6 Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a
7 wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
8 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee
9 award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
10 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger
11 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,
12 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP
13 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class
14 settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento
15 Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-
16 third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
17 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
18 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage*
19 *and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
20 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
21 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
22 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
23 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
24 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June
25 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
26 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
27 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
28 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage

1 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
2 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
3 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
4 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
5 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior
7 Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour
8 class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
9 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
10 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*
11 (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a
12 one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v.*
13 *Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias
14 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez*
15 *v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge
16 David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,
17 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No.
18 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class
19 settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior
20 Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a
21 wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology,*
22 (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a
23 one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart,*
24 (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded
25 a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v.*
26 *Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
27 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023,
28 in *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481),

1 Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On
2 August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-
3 00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class
4 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
5 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
6 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
7 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
8 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*
9 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
10 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen*
11 *v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell
12 approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong*
13 *v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore
14 Zayner approved a one-third fee award in a wage and hour class settlement. A fee award equal to
15 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
16 other similar cases.

17
18 35. Class Representative Service Payment - The reasonableness of the requested service
19 award is also established by reference to the amounts that other California courts have found to be
20 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
21 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
22 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
23 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
24 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
25 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
26 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
27 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards
28 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,

1 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*
2 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
3 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
4 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
5 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
6 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
7 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
8 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
9 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
10 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
11 2011)(awarding \$10,000 service award together with additional compensation for their general
12 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
13 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
14 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
15 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
16 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
17 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
18 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
19 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
20 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
21 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
22 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
23 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
24 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
25 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
26 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
27 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
28 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*

1 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service
2 award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
3 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
4 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
5 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
6 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
7 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
8 2018) (awarding \$10,000 service award).

9
10
11 Additional Issues From the CMO:

12 36. **CMO ¶ G(3)(a)(vii) - Other Actions.** I am unaware of any class, representative or
13 other collective action in any other Court or jurisdiction which asserts similar claims to the claims
14 resolved by this settlement. I have inquired of the attorneys in my firm, and they are also no aware
15 of any other proceeding. I have also searched the LWDA database for PAGA actions, and the
16 search revealed no other actions. The Agreement at paragraph 2.16 confirms the Parties lack of
17 awareness of any other matter that would be impacted. The Declaration of Andrew J. Deddeh,
18 attached hereto as Exhibit #4, confirms this issue on behalf of the Defendant.

19
20 37. **CMO ¶ G(3)(d)(i) - Settlement Administration** - After seeking bids from qualified
21 administrators, Apex Class Action LLC was selected as the Administrator, as Apex Class Action
22 provided an estimate of \$7,990 to perform the settlement administration for a Class of up 355. I
23 have used Apex Class Action successfully as the administrator in more than twenty class settlements
24 in the last couple years and know them to be competent and experienced. My firm has no
25 relationship or connection with Apex Class Action, and thus no conflict of interest exists.
26 Submitted herewith is the Declaration of Sean Hartranft from Apex Class Action which includes the
27 estimate for administration from Apex Class Action.

28 a. **CMO ¶ G(3)(d)(ii) - Declaration from ILYM** - A declaration from Apex

1 Class Action as the proposed Administrator is submitted herewith.

2 38. **CMO ¶G(3)(e) - The Released Class Claims** - The release applicable to the Class
3 is appropriately tethered to allegations in the Action and the “Released Class Claims” are narrowly
4 defined as “all claims that were alleged, or reasonably could have been alleged, based solely upon
5 the facts stated in the Operative Complaint which occurred during the Class Period during
6 employment in a non-exempt position in California, and expressly excluding all other claims,
7 including Plaintiff Dedet's individual claims being separately settled, claims for vested benefits,
8 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
9 disability, social security, workers' compensation, and Class claims outside the Class Period.”
10 (Agreement at ¶¶ 1.38 and 6.2.)

11 39. **CMO ¶G(9)(d) - The Released PAGA Claims** - The release applicable to the
12 Class is appropriately tethered to allegations in the Action and the “Released Class Claims” are
13 narrowly defined as “all claims for PAGA penalties that were alleged, or reasonably could have
14 been alleged, based solely upon the facts stated in the Operative Complaint and the PAGA Notices,
15 which occurred during the PAGA Period during employment in a non-exempt position in California,
16 and expressly excluding all other claims, including Plaintiff Dedet's individual claims being
17 separately settled, other PAGA claims, underlying wage and hour claims, any Aggrieved Employee's
18 claims for wages or damages, claims for vested benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, social security, workers'
20 compensation, and PAGA claims outside of the PAGA Period.” (Agreement at ¶¶ 1.39 and 6.3.)

21 40. **CMO ¶G(3)(f) - G(3)(i) - Proposed Order** - The [Proposed] Preliminary Approval
22 Order complies with the instructions in sections H(3)(f), H(3)(g), H(3)(h), and H(3)(i). The
23 proposed date for the Final Approval Hearing in the proposed order is July 9, 2026 at 8:30 a.m.

24 41. **CMO ¶G(3)(j) - Tax Allocation** - The Individual Class Payments to Class
25 Members are to be allocated 20% for wages and 80% for non-wages, which includes statutory
26 penalties, expenses reimbursement and interest. (Agreement at ¶ 3.2(e)(i).) This allocation was
27 negotiated between the Parties and were based upon the relative values of the claims as measured by
28 the Parties respective views on the viability of such claims. Plaintiffs believed that the claims for

1 missed meal and rest breaks and off-the-clock work would be difficult to establish on class wide
2 basis. By contrast, Plaintiff believed that the expense reimbursement and penalties claims were
3 more easily established and could reasonably result full recovery of the calculated value of the
4 claims asserted. The allocation is also reinforced by the fact that the waiting time penalties had a
5 high potential maximum recovery of any claim. This resulted in an agreement that the majority of
6 the recovery be allocated to these non-wage recoveries, which Plaintiff accepted in light of
7 Plaintiff's experience that Class Members want a significant percentage of their recovery to be
8 reported on 1099 because of their preference for a recovery without withholdings and other
9 employee-side deductions. The Individual PAGA Payments are allocated entirely to penalties.
10 (Agreement at ¶ 3.2(d)(ii).)
11

12 Service on the LWDA:

13 42. At the same time as the filing and service of this declaration, I also served the
14 LWDA with the entire motion for preliminary approval which service included the Class Action and
15 PAGA Settlement Agreement, which is verified by the accompanying proof of service.
16

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct. Executed this 22nd day of January, 2026, at La Jolla, California.
19

20 By: /s/ Kyle Nordrehaug

21 Kyle Nordrehaug
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EXHIBIT #1

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 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, 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 returned 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. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, 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 

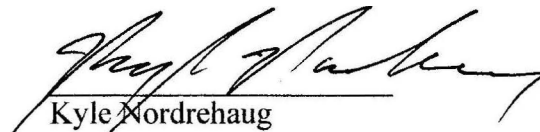
John Dedet (Oct 30, 2025 21:07:09 PDT)
Plaintiff John Dedet

Dated: _____

Plaintiff Thomas Sanner

Dated: 10/23/2025 

Lucas 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

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The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff John Dedet

Thomas Sanner

Dated: 12/1 □/2□25

Plaintiff Thomas Sanner

Lucas T Pendry

Dated: 10/23/2025

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

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Vedang J. Patel

Dated: 12/16/25

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

Dated: _____

Tim Johnson
Ogletree Deakins
Attorney for Defendant

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The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff John Dedet

Dated: _____
Plaintiff Thomas Sanner

Dated: 10/23/2025


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 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, 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) [REDACTED]. 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
 La Jolla, CA 92037
 Tel: 858-551-1223 / Fax: 858-551-1232
 E-Mail: norm@bamlawca.com
kyle@bamlawca.com
 Website: www.bamlawca.com

Counsel for Defendant:

Spencer V. Skeen
 Tim Johnson
 Ogletree Deakins
 4660 La Jolla Village Drive, Suite 900
 San Diego, CA 92122

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

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)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com
Email: Kyle@bamlawca.com

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (State Bar #287811)
david@tomorrowlaw.com
Henry G. Glitz (State Bar #349815)
henry@tomorrowlaw.com
1460 Westwood Boulevard
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

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

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is F Nine Hundred Seventy-Five Thousand Dollars
18 (\$975,000). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate and reasonable as to all potential Class Members, when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions and that settlement
23 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and
24 risks that would be presented by the further prosecution of the Action. The Settlement appears to
25 have been reached as the result of serious and non-collusive, arms-length negotiations. The Court
26 therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced

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

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

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$42,000, and
11 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
12 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
13 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
14 evidence supporting these requests, including lodestar, prior to final approval.

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

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

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

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

18 10. The Court hereby approves, as to form and content, the Court Approved Notice of
19 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
20 the Objection Form and Request for Exclusion Form, attached to this Order as Exhibit #1. The
21 Court finds that the Class Notice appears to fully and accurately inform the Class Members of all
22 material elements of the proposed Settlement, of the Class Members’ right to be excluded from the
23 Class by submitting a written opt-out request, and of each member’s right and opportunity to
24 object to the Settlement. The Court further finds that the distribution of the Class Notice
25 substantially in the manner and form set forth in the Agreement and this Order meets the
26 requirements of due process, is the best notice practicable under the circumstances, and shall
27 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
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1 the Class Notice Packet by first class mail pursuant to the terms set forth in the Agreement. If a
2 Class Notice Packet is returned because of an incorrect address, the Administrator will promptly
3 search for a more current address and re-mail the Notice Packet no later than fourteen days after
4 the receipt of the undelivered Class Notice Packet. The Administrator shall provide a declaration
5 detailing the notice process and authenticating a copy of every exclusion form received by the
6 Administrator. Class Counsel shall file this declaration of the Administrator concurrently with the
7 filing of any motion for final approval.

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

15 12. The Court hereby preliminarily approves the proposed procedure for exclusion
16 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
17 from the Class as provided in the Class Notice by following the instructions for requesting
18 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
19 sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty
20 (60) calendar days after the date of the mailing of the Class Notice Packet. If the Class Notice
21 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. The
22 Administrator will then authenticate and provide any requests for exclusion to the Court. Any
23 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
24 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
25 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by
26 all determinations of the Court, the Agreement and the Judgment. A request for exclusion may
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1 only opt out that particular individual, and any attempt to effect an opt out of a group, class, or
2 subclass of individuals is not permitted and will be deemed invalid.

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

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

25 15. Neither the Settlement nor any exhibit, document, or instrument delivered
26 thereunder shall be construed as a concession or admission by Defendant in any way that the
27 claims asserted have any merit or that this Action was properly brought as a class or representative
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1 action, and shall not be used as evidence of, or used against Defendant as, an admission or
2 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
3 omission by Defendant or with respect to the truth of any allegation asserted by any person.
4 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
7 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendant of any liability,
9 fault, wrongdoing, omission, concession or damage.

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

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

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

26 **IT IS SO ORDERED.**

27 Dated: _____

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

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (Cal. Bar No. 287811)
david@tomorrowlaw.com
Vedang J. Patel (Cal. Bar No. 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
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] 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

FINAL APPROVAL ORDER AND JUDGMENT

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

7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of \$975,000 and the terms set
17 forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

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

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

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

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

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

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

18 **Attorneys' Fees and Costs**

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

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more
26 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
27 Representative Service Payments in the amount of \$_____ to each of the Plaintiffs are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiff in the litigation and for the
2 time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

11 **PAGA Penalties**

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

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

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

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

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and also fund
10 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
11 the Administrator no later than fourteen (14) days after the Effective Date.

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

26 19. Class Counsel are awarded attorneys’ fees in the amount of \$375,000 and costs in
27 the amount of \$ _____. The Class Counsel Fees Payment shall be allocated amount Class
28

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

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

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

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

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

26 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
27 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
28

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

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

11
12 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

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

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

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

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

20 32. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, and their respective former and present spouses, representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns generally, release and discharge Released Parties
24 from the Plaintiffs' Release as set forth fully in paragraph 6.1 of the Agreement.

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

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

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Dated: _____

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

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 68687)

2 Kyle R. Nordrehaug (SBN 205975)

3 Jeffrey S. Herman (SBN 280058)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858) 551-1223

5 Attorneys for Plaintiffs

6 **BIBIYAN LAW GROUP, P.C.**

7 David D. Bibiyan (SBN 287811)

Henry G. Glitz (SBN 349815)

8 1460 Westwood Boulevard

9 Los Angeles, CA 90024

Telephone: (310) 438-5555

10 Attorneys for Plaintiffs

11 **OGLETREE DEAKINS**

12 Tim Johnson (SBN 265794)

Andrew J. Deddeh (SBN 272638)

13 4660 La Jolla Village Drive, Suite 900

San Diego, California 92122

14 Telephone: (858) 652-3105

15 Attorney for Defendant

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 IN AND FOR THE COUNTY OF RIVERSIDE

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

20 Plaintiffs,

21 v.

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

24 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

25
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STIPULATION

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

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

10 WHEREAS, Section 13.9 of the Agreement provides, “This Agreement, and all parts of it,
11 may be amended, modified, changed, or waived only by an express written instrument signed by all
12 Parties or their representatives, and approved by the Court”;

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

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

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

19 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share
20 of **35% of the PAGA Penalties** calculated according to the number of PAGA Pay
Periods worked during the PAGA Period.

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

22 1.27. “LWDA PAGA Payment” means the **65% of the PAGA Penalties** paid to the
23 LWDA under Labor Code section 2699, subd. (i).

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

25 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
26 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.

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

28 2.3. **On October 17, 2024**, Plaintiff Dedet filed a separate Representative Action

STIPULATION

1 Complaint in the Superior Court of the State of California, County of Riverside
2 against Defendant (the "Dedet PAGA Action"). Plaintiff Dedet's Representative
3 Action Complaint asserted one cause of action against Defendant for Civil Penalties
4 Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202,
5 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194,
6 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section
7 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1
8 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

9
10 5. Section 3.2(d) is revised to read as follows:

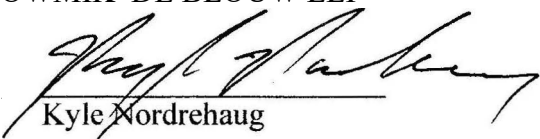
11 (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
12 \$20,000 to be paid from the Gross Settlement Amount, with **65% (\$13,000)** allocated
13 to the LWDA PAGA Payment and **35% (\$7,000)** allocated to the Individual PAGA
14 Payments.

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

22 **IT IS SO STIPULATED.**

23 Dated: January 08, 2026

24 BLUMENTHAL NORDREHAUG
25 BHOWMIK DE BLOUW LLP

26 By: 

27 Kyle Nordrehaug

28 Attorneys for Plaintiffs

29 Dated: January 08, 2026

30 BIBIYAN LAW GROUP, P.C.

31 By: 

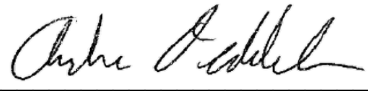
32 David Bibiyan

33 Henry G. Glitz

34 Attorneys for Plaintiffs

35 Dated: January 08, 2026

36 OGLETREE DEAKINS

37 By: 

38 Tim Johnson

Andrew J. Deddeh

Attorneys for Defendant

STIPULATION

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 10, 2024

CA3329

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Metal Container (MCC) LP
Certified Mail #9589071052701151772706
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD., Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Metal Container (MCC) LP in California, including any employees staffed with Metal Container (MCC) LP by a third party, and classified as non-exempt employees during the time period of July 10, 2023 until a date as determined by the Court. Our offices represent Plaintiff John Dedet (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Metal Container (MCC) LP (“Defendant”). Plaintiff was employed by Defendant in California from July of 2021 to June of 2024. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates 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 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw
Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Jeffrey S. Herman (State Bar #280058)

jeffrey@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

JOHN DEDET, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

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

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB CODE §§201-203, 233, 246.

DEMAND FOR A JURY TRIAL

1 John Dedet (“PLAINTIFF”), an individual, on behalf of himself and all other similarly
2 situated current and former employees alleges on information and belief, except for his own acts
3 and knowledge which are based on personal knowledge, the following.

4
5 **THE PARTIES**

6 1. Metal Container (MCC) LP ("DEFENDANT") is a limited partnership that at all
7 relevant times mentioned herein conducted and continues to conduct substantial business in
8 California.

9 2. DEFENDANT provides product packaging services in California.

10 3. PLAINTIFF was employed by DEFENDANT in California from July of 2021
11 to June of 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
12 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
13 payment of minimum and overtime wages due for all time worked.

14 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
15 defined as all individuals who are or previously were employed by DEFENDANT in California,
16 including any employees staffed with DEFENDANT by a third party, and classified as non-
17 exempt employees (the “CALIFORNIA CLASS”) at any time during the period beginning four
18 (4) years prior to the filing of this Complaint and ending on the date as determined by the Court
19 (the “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim
20 of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

21 5. PLAINTIFF brings this Class Action on behalf of himself and a
22 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
23 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s
24 policy and practice which failed to lawfully compensate these employees. DEFENDANT’s
25 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
26 whereby DEFENDANT retained and continues to retain wages due PLAINTIFF and the
27 other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
28 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the

1 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
2 CLASS who have been economically injured by DEFENDANT's past and current unlawful
3 conduct, and all other appropriate legal and equitable relief.

4 6. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
6 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
7 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
8 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
9 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
10 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
11 50, inclusive, are responsible in some manner for one or more of the events and happenings
12 that proximately caused the injuries and damages hereinafter alleged.

13 7. The agents, servants and/or employees of the Defendants and each of them
14 acting on behalf of the Defendants acted within the course and scope of his, her or its
15 authority as the agent, servant and/or employee of the Defendants, and personally
16 participated in the conduct alleged herein on behalf of the Defendants with respect to the
17 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
18 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
19 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result
20 of the conduct of the Defendants' agents, servants and/or employees.

21 22 THE CONDUCT

23 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
24 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
25 worked, meaning the time during which an employee is subject to the control of an
26 employer, including all the time the employee is suffered or permitted to work.
27 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
28 paying them for all the time they are under DEFENDANT's control. Among other things,

1 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
2 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
3 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
4 break. DEFENDANT, as a matter of established company policy and procedure, administers
5 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
6 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
7 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
8 than they would have been paid had they been paid for actual recorded time rather than
9 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring
10 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that
11 DEFENDANT, as a condition of employment, required these employees to submit to
12 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior
13 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
14 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
15 wage compensation, and off-duty meal breaks by working without their time being correctly
16 recorded and without compensation at the applicable rates. DEFENDANT's policy and
17 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
18 worked, is evidenced by DEFENDANT's business records.

19 9. State and federal law provides that employees must be paid overtime and meal
20 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
21 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
22 pay that is tied to specific elements of an employee's performance.

23 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
24 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
25 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
26 performance for DEFENDANT. The non-discretionary incentive program provided all
27 employees paid on an hourly basis with incentive compensation when the employees met the
28 various performance goals set by DEFENDANT. However, when calculating the regular

1 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
2 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
3 compensation as part of the employees' "regular rate of pay" for purposes of calculating
4 overtime pay and meal and rest break premium pay. Management and supervisors described
5 the incentive program to potential and new employees as part of the compensation package.
6 As a matter of law, the incentive compensation received by PLAINTIFF and other
7 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
8 to do so has resulted in a underpayment of overtime compensation and meal and rest break
9 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

10 11. As a result of their rigorous work schedules, PLAINTIFF and other
11 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
12 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
13 and other CALIFORNIA CLASS Members were required from time to time to perform
14 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
15 receiving a meal break. Further, DEFENDANT from time to time failed to provide
16 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
17 some workdays in which these employees were required by DEFENDANT to work ten (10)
18 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
19 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
20 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
21 without additional compensation and in accordance with DEFENDANT's corporate policy
22 and practice.

23 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
24 CALIFORNIA CLASS Members were also required from time to time to work in excess of
25 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
26 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
27 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
28 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to

1 time, and a first, second and third rest period of at least ten (10) minutes for some shifts
2 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
3 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
4 the applicable California Wage Order requires employers to provide employees with off-
5 duty rest periods, which the California Supreme Court defined as time during which an
6 employee is relieved from all work related duties and free from employer control. In so
7 doing, the Court held that the requirement under California law that employers authorize and
8 permit all employees to take rest period means that employers must relieve employees of all
9 duties and relinquish control over how employees spend their time which includes control
10 over the locations where employees may take their rest period. Employers cannot impose
11 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
12 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
13 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
14 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
15 premises during their rest period.

16 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
17 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
18 actual amount of time these employees worked. Pursuant to the Industrial Welfare
19 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
20 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
21 employee was subject to the control of an employer, including all the time the employee was
22 permitted or suffered to permit this work. DEFENDANT required these employees to work
23 off the clock without paying them for all the time they were under DEFENDANT's control.
24 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
26 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
27 working without their time being accurately recorded and without compensation at the
28 applicable minimum wage and overtime wage rates. To the extent that the time worked off

1 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
2 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
3 1197, and 1197.1.

4 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
5 other members of the CALIFORNIA CLASS with complete and accurate wage statements
6 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
7 Code § 226 provides that every employer shall furnish each of his or her employees with an
8 accurate itemized wage statement in writing showing, among other things, gross wages
9 earned and all applicable hourly rates in effect during the pay period and the corresponding
10 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
11 Members were paid on an hourly basis. As such, the wage statements should reflect all
12 applicable hourly rates during the pay period and the total hours worked, and the applicable
13 pay period in which the wages were earned pursuant to California Labor Code Section
14 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
15 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
16 wage statements failed to identify the accurate total hours worked each pay period. When
17 the hours shown on the wage statements were added up, they did not equal the actual total
18 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
19 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
20 itemized wage statement that lists all the requirements under California Labor Code 226. As
21 a result, DEFENDANT from time to time provided PLAINTIFF and the other members of
22 the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

23 15. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
24 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
25 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
26 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
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1 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
2 Members at their base rates of pay.

3 16. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
4 employees be calculated by dividing the employee's total wages, not including overtime
5 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
6 days of employment.

7 17. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
8 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
9 earned non-discretionary incentive wages which increased their regular rate of pay.
10 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
11 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
12 pay, as required under Cal. Lab. Code Section 246.

13 18. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
14 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
15 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
16 informed and believes and based thereon alleges that such failure to pay sick pay at regular
17 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
18 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
19 Sections 201-203.

20 19. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
21 to collect or receive from an employee any part of wages theretofore paid by said employer
22 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
23 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
24 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
25 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
26 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
27 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
28

1 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
2 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

3 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
4 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
5 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
6 consequence of discharging their duties on behalf of DEFENDANT. Under California
7 Labor Code Section 2802, employers are required to indemnify employees for all expenses
8 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
9 states that "an employer shall indemnify his or her employee for all necessary expenditures
10 or losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though unlawful,
12 unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 21. In the course of their employment PLAINTIFF and other CALIFORNIA
14 CLASS Members as a business expense, were required by DEFENDANT to use their own
15 personal cellular phones as a result of and in furtherance of their job duties as employees for
16 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
17 associated with the use of their personal cellular phones for DEFENDANT's benefit.
18 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
19 DEFENDANT to use their personal cellular phones. As a result, in the course of their
20 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
21 CLASS incurred unreimbursed business expenses which included, but were not limited to,
22 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
23 DEFENDANT.

24 22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
25 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
26 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
27 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
28 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for

1 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
2 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
3 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
4 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
5 business records. The amount in controversy for PLAINTIFF individually does not exceed
6 the sum or value of \$75,000.

7 **JURISDICTION AND VENUE**

8 23. This Court has jurisdiction over this Action pursuant to California Code of
9 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
10 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
11 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

12 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
14 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
15 facilities in this County and/or conducts substantial business in this County, and (ii)
16 committed the wrongful conduct herein alleged in this County against members of the
17 CALIFORNIA CLASS.

18 **THE CALIFORNIA CLASS**

19 25. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
20 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, (the "UCL") as
21 a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class,
22 defined as all individuals who are or previously were employed by DEFENDANT in
23 California, including any employees staffed with DEFENDANT by a third party, and
24 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
25 period beginning four (4) years prior to the filing of this Complaint and ending on the date
26 as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in
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1 controversy for the aggregate claim of CALIFORNIA CLASS Members is under five
2 million dollars (\$5,000,000.00).

3 26. To the extent equitable tolling operates to toll claims by the CALIFORNIA
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
5 accordingly.

6 27. DEFENDANT, as a matter of company policy, practice and procedure, and in
7 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
8 Order requirements, and the applicable provisions of California law, intentionally,
9 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
10 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
11 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
12 this work and permits or suffers to permit this work.

13 28. DEFENDANT has the legal burden to establish that each and every
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
15 required by California laws. The DEFENDANT, however, as a matter of policy and
16 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
17 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
18 Member is paid as required by law. This common business practice is applicable to each
19 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
20 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, (the
21 "UCL") as causation, damages, and reliance are not elements of this claim.

22 29. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
23 CLASS Members is impracticable.

24 30. DEFENDANT violated the rights of the CALIFORNIA CLASS under
25 California law by:

- 26 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
27 Prof. Code §§ 17200, (the "UCL"), by unlawfully, unfairly and/or
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFF and the other members of the
2 CALIFORNIA CLASS for all time worked, including minimum wages
3 owed and overtime wages owed for work performed by these
4 employees; and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by
6 failing to provide the PLAINTIFF and the other members of the
7 CALIFORNIA CLASS with the legally required meal and rest periods.

8 31. This Class Action meets the statutory prerequisites for the maintenance of a
9 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition
12 of their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
14 issues that are raised in this Complaint are common to the
15 CALIFORNIA CLASS will apply to every member of the
16 CALIFORNIA CLASS;
- 17 (c) The claims of the representative PLAINTIFF are typical of the claims
18 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
19 the other members of the CALIFORNIA CLASS, was classified as a
20 non-exempt employee paid on an hourly basis who was subjected to the
21 DEFENDANT's deceptive practice and policy which failed to provide
22 the legally required meal and rest periods to the CALIFORNIA CLASS
23 and thereby underpaid compensation to PLAINTIFF and
24 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
25 result of DEFENDANT's employment practices. PLAINTIFF and the
26 members of the CALIFORNIA CLASS were and are similarly or
27 identically harmed by the same unlawful, deceptive and unfair
28 misconduct engaged in by DEFENDANT; and,

1 (d) The representative PLAINTIFF will fairly and adequately represent and
2 protect the interest of the CALIFORNIA CLASS, and has retained
3 counsel who are competent and experienced in Class Action litigation.
4 There are no material conflicts between the claims of the representative
5 PLAINTIFF and the members of the CALIFORNIA CLASS that would
6 make class certification inappropriate. Counsel for the CALIFORNIA
7 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
8 Members.

9 32. In addition to meeting the statutory prerequisites to a Class Action, this action
10 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

11 (a) Without class certification and determination of declaratory, injunctive,
12 statutory and other legal questions within the class format, prosecution
13 of separate actions by individual members of the CALIFORNIA
14 CLASS will create the risk of:

15 1) Inconsistent or varying adjudications with respect to individual
16 members of the CALIFORNIA CLASS which would establish
17 incompatible standards of conduct for the parties opposing the
18 CALIFORNIA CLASS; and/or,

19 2) Adjudication with respect to individual members of the
20 CALIFORNIA CLASS which would as a practical matter be
21 dispositive of interests of the other members not party to the
22 adjudication or substantially impair or impede their ability to
23 protect their interests.

24 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
25 to act on grounds generally applicable to the CALIFORNIA CLASS,
26 making appropriate class-wide relief with respect to the CALIFORNIA
27 CLASS as a whole in that DEFENDANT failed to pay all wages due to
28 members of the CALIFORNIA CLASS as required by law;

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFF seeks declaratory relief holding that the DEFENDANT's policy and practices constitute unfair competition, along with declaratory relief, injunctive relief, and incidental equitable relief as may be necessary to prevent and remedy the conduct declared to constitute unfair competition;

(c) Common questions of law and fact exist as to the members of the CALIFORNIA CLASS, with respect to the practices and violations of California law as listed above, and predominate over any question affecting only individual CALIFORNIA CLASS Members, and a Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the CALIFORNIA CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:

A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA CLASS would as a practical matter be
3 dispositive of the interests of the other members not
4 parties to the adjudication or substantially impair or
5 impede their ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA CLASS Members will avoid asserting
8 their legal rights out of fear of retaliation by DEFENDANT,
9 which may adversely affect an individual's job with
10 DEFENDANT or with a subsequent employer, the Class Action
11 is the only means to assert their claims through a representative;
12 and,

13 4) A class action is superior to other available methods for the fair
14 and efficient adjudication of this litigation because class
15 treatment will obviate the need for unduly and unnecessary
16 duplicative litigation that is likely to result in the absence of
17 certification of this action pursuant to Cal. Code of Civ. Proc. §
18 382.

19 33. This Court should permit this action to be maintained as a Class Action
20 pursuant to Cal. Code of Civ. Proc. § 382 because:

21 (a) The questions of law and fact common to the CALIFORNIA CLASS
22 predominate over any question affecting only individual CALIFORNIA
23 CLASS Members because the DEFENDANT's employment practices
24 are applied with respect to the CALIFORNIA CLASS;

25 (b) A Class Action is superior to any other available method for the fair
26 and efficient adjudication of the claims of the members of the
27 CALIFORNIA CLASS because in the context of employment litigation
28 a substantial number of individual CALIFORNIA CLASS Members

1 will avoid asserting their rights individually out of fear of retaliation or
2 adverse impact on their employment;

3 (c) The members of the CALIFORNIA CLASS are so numerous that it is
4 impractical to bring all members of the CALIFORNIA CLASS before
5 the Court;

6 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
7 be able to obtain effective and economic legal redress unless the action
8 is maintained as a Class Action;

9 (e) There is a community of interest in obtaining appropriate legal and
10 equitable relief for the acts of unfair competition, statutory violations
11 and other improprieties, and in obtaining adequate compensation for the
12 damages and injuries which DEFENDANT's actions have inflicted
13 upon the CALIFORNIA CLASS;

14 (f) There is a community of interest in ensuring that the combined assets of
15 DEFENDANT are sufficient to adequately compensate the members of
16 the CALIFORNIA CLASS for the injuries sustained;

17 (g) DEFENDANT has acted or refused to act on grounds generally
18 applicable to the CALIFORNIA CLASS, thereby making final class-
19 wide relief appropriate with respect to the CALIFORNIA CLASS as a
20 whole;

21 (h) The members of the CALIFORNIA CLASS are readily ascertainable
22 from the business records of DEFENDANT; and,

23 (i) Class treatment provides manageable judicial treatment calculated to
24 bring a efficient and rapid conclusion to all litigation of all wage and
25 hour related claims arising out of the conduct of DEFENDANT as to
26 the members of the CALIFORNIA CLASS.

27 34. DEFENDANT maintains records from which the Court can ascertain and
28 identify by job title each of DEFENDANT's employees who have been intentionally

1 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
2 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
3 similarly situated employees when they have been identified.

4
5 **THE CALIFORNIA LABOR SUB-CLASS**

6 35. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
7 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
8 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
9 California, including any employees staffed with DEFENDANT by a third party, and
10 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
11 time during the period three (3) years prior to the filing of the complaint and ending on the
12 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
13 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
14 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
15 (\$5,000,000.00).

16 36. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
17 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
18 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
19 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
21 these employees, even though DEFENDANT enjoyed the benefit of this work, required
22 employees to perform this work and permitted or suffered to permit this work.
23 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
24 which these employees are entitled in order to unfairly cheat the competition and unlawfully
25 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
26 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
27 should be adjusted accordingly.

28 37. DEFENDANT maintains records from which the Court can ascertain and

1 identify by name and job title, each of DEFENDANT's employees who have been
2 intentionally subjected to DEFENDANT's company policy, practices and procedures as
3 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
4 additional job titles of similarly situated employees when they have been identified.

5 38. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
6 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

7 39. Common questions of law and fact exist as to members of the CALIFORNIA
8 LABOR SUB-CLASS, including, but not limited, to the following:

- 9 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
10 pay compensation due to members of the CALIFORNIA LABOR
11 SUB-CLASS for missed meal and rest breaks in violation of the
12 California Labor Code and California regulations and the applicable
13 California Wage Order;
- 14 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS with accurate
16 itemized wage statements;
- 17 (c) Whether DEFENDANT has engaged in unfair competition by the
18 above-listed conduct;
- 19 (d) The proper measure of damages and penalties owed to the members of
20 the CALIFORNIA LABOR SUB-CLASS; and,
- 21 (e) Whether DEFENDANT's conduct was willful.

22 40. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
23 CLASS under California law by:

- 24 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
25 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
26 CLASS all wages due for overtime worked, for which DEFENDANT is
27 liable pursuant to Cal. Lab. Code § 1194;
- 28

- 1 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1, by failing to
2 accurately pay PLAINTIFF and the members of the CALIFORNIA
3 LABOR SUB-CLASS the correct minimum wage pay for which
4 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 5 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
6 the members of the CALIFORNIA LABOR SUB-CLASS with an
7 accurate itemized statement in writing showing the corresponding
8 correct amount of wages earned by the employee;
- 9 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
10 PLAINTIFF and the other members of the CALIFORNIA LABOR
11 SUB-CLASS with all legally required off-duty, uninterrupted thirty
12 (30) minute meal breaks and the legally required off-duty rest breaks;
- 13 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
14 when an employee is discharged or quits from employment, the
15 employer must pay the employee all wages due without abatement, by
16 failing to tender full payment and/or restitution of wages owed or in the
17 manner required by California law to the members of the
18 CALIFORNIA LABOR SUB-CLASS who have terminated their
19 employment; and,
- 20 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
21 and the CALIFORNIA LABOR SUB-CLASS members with necessary
22 expenses incurred in the discharge of their job duties.

23 41. This Class Action meets the statutory prerequisites for the maintenance of a
24 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 25 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
26 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
27 CLASS Members is impracticable and the disposition of their claims as
28 a class will benefit the parties and the Court;

- 1 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
2 issues that are raised in this Complaint are common to the
3 CALIFORNIA LABOR SUB-CLASS and will apply to every member
4 of the CALIFORNIA LABOR SUB-CLASS;
- 5 (c) The claims of the representative PLAINTIFF are typical of the claims
6 of each member of the CALIFORNIA LABOR SUB-CLASS.
7 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
8 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
9 was subjected to the DEFENDANT's practice and policy which failed
10 to pay the correct amount of wages due to the CALIFORNIA LABOR
11 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
12 DEFENDANT's employment practices. PLAINTIFF and the members
13 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
14 identically harmed by the same unlawful, deceptive, and unfair
15 misconduct engaged in by DEFENDANT; and,
- 16 (d) The representative PLAINTIFF will fairly and adequately represent and
17 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
18 has retained counsel who are competent and experienced in Class
19 Action litigation. There are no material conflicts between the claims of
20 the representative PLAINTIFF and the members of the CALIFORNIA
21 LABOR SUB-CLASS that would make class certification
22 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
23 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
24 CLASS Members.

25 42. In addition to meeting the statutory prerequisites to a Class Action, this action
26 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 27 (a) Without class certification and determination of declaratory, injunctive,
28 statutory and other legal questions within the class format, prosecution

1 of separate actions by individual members of the CALIFORNIA
2 LABOR SUB-CLASS will create the risk of:

- 3 1) Inconsistent or varying adjudications with respect to individual
4 members of the CALIFORNIA LABOR SUB-CLASS which
5 would establish incompatible standards of conduct for the
6 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
7 2) Adjudication with respect to individual members of the
8 CALIFORNIA LABOR SUB-CLASS which would as a
9 practical matter be dispositive of interests of the other members
10 not party to the adjudication or substantially impair or impede
11 their ability to protect their interests.

12 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
13 acted or refused to act on grounds generally applicable to the
14 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
15 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
16 whole in that DEFENDANT fails to pay all wages due. Including the
17 correct wages for all time worked by the members of the
18 CALIFORNIA LABOR SUB-CLASS as required by law;

19 (c) Common questions of law and fact predominate as to the members of
20 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
21 and violations of California Law as listed above, and predominate over
22 any question affecting only individual CALIFORNIA LABOR SUB-
23 CLASS Members, and a Class Action is superior to other available
24 methods for the fair and efficient adjudication of the controversy,
25 including consideration of:

- 26 1) The interests of the members of the CALIFORNIA LABOR
27 SUB-CLASS in individually controlling the prosecution or
28 defense of separate actions in that the substantial expense of

1 individual actions will be avoided to recover the relatively small
2 amount of economic losses sustained by the individual
3 CALIFORNIA LABOR SUB-CLASS Members when compared
4 to the substantial expense and burden of individual prosecution
5 of this litigation;

- 6 2) Class certification will obviate the need for unduly duplicative
7 litigation that would create the risk of:
- 8 A. Inconsistent or varying adjudications with respect to
9 individual members of the CALIFORNIA LABOR SUB-
10 CLASS, which would establish incompatible standards of
11 conduct for the DEFENDANT; and/or,
 - 12 B. Adjudications with respect to individual members of the
13 CALIFORNIA LABOR SUB-CLASS would as a
14 practical matter be dispositive of the interests of the other
15 members not parties to the adjudication or substantially
16 impair or impede their ability to protect their interests;
- 17 3) In the context of wage litigation because a substantial number of
18 individual CALIFORNIA LABOR SUB-CLASS Members will
19 avoid asserting their legal rights out of fear of retaliation by
20 DEFENDANT, which may adversely affect an individual's job
21 with DEFENDANT or with a subsequent employer, the Class
22 Action is the only means to assert their claims through a
23 representative; and,
- 24 4) A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because class
26 treatment will obviate the need for unduly and unnecessary
27 duplicative litigation that is likely to result in the absence of
28

1 certification of this action pursuant to Cal. Code of Civ. Proc. §
2 382.

3 43. This Court should permit this action to be maintained as a Class Action
4 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 5 (a) The questions of law and fact common to the CALIFORNIA LABOR
6 SUB-CLASS predominate over any question affecting only individual
7 CALIFORNIA LABOR SUB-CLASS Members;
- 8 (b) A Class Action is superior to any other available method for the fair
9 and efficient adjudication of the claims of the members of the
10 CALIFORNIA LABOR SUB-CLASS because in the context of
11 employment litigation a substantial number of individual
12 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
13 their rights individually out of fear of retaliation or adverse impact on
14 their employment;
- 15 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
16 numerous that it is impractical to bring all members of the
17 CALIFORNIA LABOR SUB-CLASS before the Court;
- 18 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
19 Members, will not be able to obtain effective and economic legal
20 redress unless the action is maintained as a Class Action;
- 21 (e) There is a community of interest in obtaining appropriate legal and
22 equitable relief for the acts of unfair competition, statutory violations
23 and other improprieties, and in obtaining adequate compensation for the
24 damages and injuries which DEFENDANT's actions have inflicted
25 upon the CALIFORNIA LABOR SUB-CLASS;
- 26 (f) There is a community of interest in ensuring that the combined assets of
27 DEFENDANT are sufficient to adequately compensate the members of
28 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally
2 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
3 making final class-wide relief appropriate with respect to the
4 CALIFORNIA LABOR SUB-CLASS as a whole;
- 5 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
6 ascertainable from the business records of DEFENDANT. The
7 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
8 CLASS Members who worked for DEFENDANT in California at any
9 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 10 (i) Class treatment provides manageable judicial treatment calculated to
11 bring a efficient and rapid conclusion to all litigation of all wage and
12 hour related claims arising out of the conduct of DEFENDANT as to
13 the members of the CALIFORNIA LABOR SUB-CLASS.

14
15 **FIRST CAUSE OF ACTION**

16 **For Unlawful Business Practices**

17 **[Cal. Bus. And Prof. Code §§ 17200]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

19 44. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
20 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
21 this Complaint.

22 45. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
23 Code § 17021.

24 46. California Business & Professions Code §§ 17200, (the “UCL”) defines unfair
25 competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
26 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
27 competition as follows:
28

1 Any person who engages, has engaged, or proposes to engage in unfair
2 competition may be enjoined in any court of competent jurisdiction. The court
3 may make such orders or judgments, including the appointment of a receiver,
4 as may be necessary to prevent the use or employment by any person of any
5 practice which constitutes unfair competition, as defined in this chapter, or as
6 may be necessary to restore to any person in interest any money or property,
7 real or personal, which may have been acquired by means of such unfair
8 competition.

9 Cal. Bus. & Prof. Code § 17203.

10 47. By the conduct alleged herein, DEFENDANT has engaged and continues to
11 engage in a business practice which violates California law, including but not limited to, the
12 applicable Industrial Wage Order(s), the California Code of Regulations and the California
13 Labor Code including Sections 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802
14 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for which
15 this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.
16 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
17 unfair competition, including restitution of wages wrongfully withheld.

18 48. By the conduct alleged herein, DEFENDANT's practices were unlawful and
19 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
20 unscrupulous or substantially injurious to employees, and were without valid justification or
21 utility for which this Court should issue equitable and injunctive relief pursuant to Section
22 17203 of the California Business & Professions Code, including restitution of wages
23 wrongfully withheld.

24 49. By the conduct alleged herein, DEFENDANT's practices were deceptive and
25 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
26 mandated meal and rest periods, the required amount of compensation for missed meal and
27 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
28 to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
Standards Act overtime wages due for overtime worked as a result of failing to include non-
discretionary incentive compensation into their regular rates of pay for purposes of
computing the proper overtime pay due to a business practice that cannot be justified,

1 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
2 in violation of Cal. Bus. Code §§ 17200, and for which this Court should issue injunctive
3 and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of
4 wages wrongfully withheld.

5 50. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
6 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
7 the other members of the CALIFORNIA CLASS to be underpaid during their employment
8 with DEFENDANT.

9 51. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
10 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
11 provide all legally required meal breaks to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

13 52. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
14 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
15 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
16 pay for each workday in which a second off-duty meal period was not timely provided for
17 each ten (10) hours of work.

18 53. PLAINTIFF further demands on behalf of himself and each member of the
19 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
20 duty paid rest period was not timely provided as required by law.

21 54. By and through the unlawful and unfair business practices described herein,
22 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
23 the other members of the CALIFORNIA CLASS, including earned wages for all time
24 worked, and has deprived them of valuable rights and benefits guaranteed by law and
25 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
26 allow DEFENDANT to unfairly compete against competitors who comply with the law.

27 55. All the acts described herein as violations of, among other things, the
28 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the

1 California Labor Code, were unlawful and in violation of public policy, were immoral,
2 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
3 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200.

4 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
5 to, and do, seek such relief as may be necessary to restore to them the money and property
6 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
7 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
8 unfair business practices, including earned but unpaid wages for all time worked.

9 57. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
10 entitled to, and do, seek a declaration that the described business practices are unlawful,
11 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
12 from engaging in any unlawful and unfair business practices in the future.

13 58. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
14 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
15 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
16 unabated. As a result of the unlawful and unfair business practices described herein,
17 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
18 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
19 from continuing to engage in these unlawful and unfair business practices.

20
21 **SECOND CAUSE OF ACTION**

22 **For Failure To Pay Minimum Wages**

23 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
25 **and Against All Defendants)**

26 59. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
27 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
28 paragraphs of this Complaint.

1 60. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
3 California Labor Code and the Industrial Welfare Commission requirements for
4 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
5 CALIFORNIA CLASS Members.

6 61. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
7 the commission is the minimum wage to be paid to employees, and the payment of a less
8 wage than the minimum so fixed in unlawful.

9 62. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
10 wages, including minimum wage compensation and interest thereon, together with the costs
11 of suit.

12 63. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
13 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
14 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
15 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
16 other members of the CALIFORNIA LABOR SUB-CLASS.

17 64. DEFENDANT's unlawful wage and hour practices manifested, without
18 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
19 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
20 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
21 wage pay.

22 65. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately calculated the correct time worked and consequently underpaid the actual time
24 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
25 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
26 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
27 requirements and other applicable laws and regulations.

1 66. As a direct result of DEFENDANT's unlawful wage practices as alleged
2 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
3 not receive the correct minimum wage compensation for their time worked for
4 DEFENDANT.

5 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
6 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
7 Members to work without paying them for all the time they were under DEFENDANT's
8 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
9 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
10 that they were entitled to, constituting a failure to pay all earned wages.

11 68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
12 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS for the true time they worked, PLAINTIFF and the other members of the
14 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
15 injury in amounts which are presently unknown to them and which will be ascertained
16 according to proof at trial.

17 69. DEFENDANT knew or should have known that PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
19 time worked. DEFENDANT elected, either through intentional malfeasance or gross
20 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
21 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
22 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
23 wages for their time worked.

24 70. In performing the acts and practices herein alleged in violation of California
25 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
26 CLASS for all time worked and provide them with the requisite compensation,
27 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
28 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

1 with a conscious and utter disregard for their legal rights, or the consequences to them, and
2 with the despicable intent of depriving them of their property and legal rights, and otherwise
3 causing them injury in order to increase company profits at the expense of these employees.

4 71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
6 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
7 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
8 extent minimum wage compensation is determined to be owed to the CALIFORNIA
9 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
10 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
11 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
12 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
13 conduct as alleged herein was willful, intentional and not in good faith. Further,
14 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
15 and recover statutory costs.

16 17 **THIRD CAUSE OF ACTION**

18 **For Failure To Pay Overtime Compensation**

19 **[Cal. Lab. Code § 510]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 72. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
24 paragraphs of this Complaint.

25 73. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
26 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
27 California Labor Code and the Industrial Welfare Commission requirements for
28 DEFENDANT's failure to pay these employees for all overtime worked, including, work

1 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
2 and/or forty (40) hours in any workweek.

3 74. Cal. Lab. Code § 510 further provides that employees in California shall not
4 be employed more than eight (8) hours per workday and more than forty (40) hours per
5 workweek unless they receive additional compensation beyond their regular wages in
6 amounts specified by law.

7 75. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
8 wages, including minimum wage and overtime compensation and interest thereon, together
9 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
10 employee for longer hours than those fixed by the Industrial Welfare Commission is
11 unlawful.

12 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
14 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
15 including overtime work.

16 77. DEFENDANT's unlawful wage and hour practices manifested, without
17 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
18 implementing a policy and practice that failed to accurately record overtime worked by
19 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
20 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
21 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
22 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
23 workweek.

24 78. In committing these violations of the California Labor Code, DEFENDANT
25 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
26 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
27 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
28 violation of the California Labor Code, the Industrial Welfare Commission requirements and

1 other applicable laws and regulations. As a direct result of DEFENDANT's unlawful wage
2 practices as alleged herein, the PLAINTIFF and the other members of the CALIFORNIA
3 LABOR SUB-CLASS did not receive full compensation for overtime worked.

4 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to the
6 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
8 subject to a valid collective bargaining agreement that would preclude the causes of action
9 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
10 himself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
11 of non-negotiable, non-waiveable rights provided by the State of California.

12 80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
13 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
14 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

15 81. DEFENDANT failed to accurately pay the PLAINTIFF and the other
16 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
17 worked which was in excess of the maximum hours permissible by law as required by Cal.
18 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
19 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
20 as to which DEFENDANT failed to accurately record and pay as evidenced by
21 DEFENDANT's business records and witnessed by employees.

22 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
24 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
26 injury in amounts which are presently unknown to them and which will be ascertained
27 according to proof at trial.
28

1 83. DEFENDANT knew or should have known that PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
3 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
4 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
5 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
6 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

7 84. In performing the acts and practices herein alleged in violation of California
8 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
9 CLASS for all overtime worked and provide them with the requisite overtime compensation,
10 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
11 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
12 with a conscious of and utter disregard for their legal rights, or the consequences to them,
13 and with the despicable intent of depriving them of their property and legal rights, and
14 otherwise causing them injury in order to increase company profits at the expense of these
15 employees.

16 85. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
17 CLASS therefore request recovery of all overtime wages, according to proof, interest,
18 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
19 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
20 extent minimum and/or overtime compensation is determined to be owed to the
21 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
22 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
23 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
24 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
25 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
26 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
27 are entitled to seek and recover statutory costs.

1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 86. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 87. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
10 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
11 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
12 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
13 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
14 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
15 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
16 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
17 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
18 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
19 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
20 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
21 second off-duty meal period in some workdays in which these employees were required by
22 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
23 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
24 breaks without additional compensation and in accordance with DEFENDANT's strict
25 corporate policy and practice.

26 88. DEFENDANT further violates California Labor Code §§ 226.7 and the
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
28 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with

1 the applicable Wage Order, one additional hour of compensation at each employee's regular
2 rate of pay for each workday that a meal period was not provided.

3 89. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
6 suit.

7
8 **FIFTH CAUSE OF ACTION**

9 **For Failure to Provide Required Rest Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 90. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 91. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
17 from time to time required to work in excess of four (4) hours without being provided ten
18 (10) minute rest periods. Further, these employees from time to time were denied their first
19 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
20 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
21 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
22 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

23 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
24 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
25 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
26 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

27 92. DEFENDANT further violated California Labor Code §§ 226.7 and the
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA

LABOR SUB-CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

93. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

94. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

95. Cal. Labor Code § 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) the number of piecerate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) net wages earned,
- (6) the inclusive dates of the period for which the employee is paid,
- (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- (8) the name and address of the legal entity that is the employer, and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

1 96. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
3 wage statements which failed to show, among other things, the correct gross and net wages
4 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
5 employees with an accurate itemized wage statement in writing showing, among other
6 things, gross wages earned and all applicable hourly rates in effect during the pay period and
7 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
8 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
9 wage statements should reflect all applicable hourly rates during the pay period and the total
10 hours worked, and the applicable pay period in which the wages were earned pursuant to
11 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
12 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
13 such information. More specifically, the wage statements failed to identify the accurate total
14 hours worked each pay period. When the hours shown on the wage statements were added
15 up, they did not equal the actual total hours worked during the pay period in violation of
16 Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
17 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
18 requirements under California Labor Code 226. As a result, DEFENDANT from time to
19 time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS with wage statements which violated Cal. Lab. Code § 226.

21 97. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
22 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
24 expended calculating the correct wages for all missed meal and rest breaks and the amount
25 of employment taxes which were not properly paid to state and federal tax authorities.
26 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
27 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
28 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred

1 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
2 226, in an amount according to proof at the time of trial (but in no event more than four
3 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
4 CALIFORNIA LABOR SUB-CLASS herein).

5
6 **SEVENTH CAUSE OF ACTION**

7 **For Failure to Reimburse Employees for Required Expenses**

8 **[Cal. Lab. Code § 2802]**

9 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
10 **Defendants)**

11 98. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
12 reallege and incorporate by this reference, as though fully set forth herein, the prior
13 paragraphs of this Complaint.

14 99. Cal. Lab. Code § 2802 provides, in relevant part, that:

15 An employer shall indemnify his or her employee for all necessary
16 expenditures or losses incurred by the employee in direct consequence of the
17 discharge of his or her duties, or of his or her obedience to the directions of the
18 employer, even though unlawful, unless the employee, at the time of obeying
19 the directions, believed them to be unlawful.

20 100. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
21 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
22 CLASS members for required expenses incurred in the discharge of their job duties for
23 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
24 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
25 limited to, costs related to using their personal cellular phones on behalf of and for the
26 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
27 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
28 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
CLASS members for expenses resulting from using their personal cellular phones and home

1 offices for DEFENDANT within the course and scope of their employment for
2 DEFENDANT. These expenses were necessary to complete their principal job duties.
3 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
4 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
5 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
6 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
7 these expenses as an employer is required to do under the laws and regulations of California.

8 101. PLAINTIFF therefore demands reimbursement for expenditures or losses
9 incurred by himself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
10 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
11 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

12 **EIGHTH CAUSE OF ACTION**

13 **For Failure to Pay Wages When Due**

14 **[Cal. Lab. Code §§ 201, 202, 203]**

15 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
16 **and Against All Defendants)**

17 102. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
18 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
19 paragraphs of this Complaint.

20 103. Cal. Lab. Code § 200 provides, in relevant part, that:

21 As used in this article:

22 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
23 standard of time, task, piece, Commission basis, or other method of calculation.

24 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
25 agreement if the labor to be paid for is performed personally by the person
demanding payment.

26 104. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
27 discharges an employee, the wages earned and unpaid at the time of discharge are due and
28 payable immediately."

105. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

106. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

107. Cal. Lab. Code § 203 provides, in relevant part, that:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

108. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law. Additionally, at all times during the term of PLAINTIFF's employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members earned and accrued vested vacation and holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation policies and applicable California law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS Members earned and accumulated is evidenced by DEFENDANT's business records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-

1 discretionary incentive compensation into the vacation wage payment calculations.
2 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
3 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
4 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
5 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
7 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
8 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
9 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
10 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
11 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
12 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
13 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
14 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
15 provide compensation for earned, accrued and vested vacation and holiday time, as well as
16 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
17 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
18 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
19 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
20 time accumulated at employment termination violated and continues to violate Section 227.3
21 of the California Labor Code.

22 109. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
23 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
24 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
25 of pay as penalty for not paying all wages due at time of termination for all employees who
26 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
27 demands an accounting and payment of all wages due, plus interest and statutory costs as
28 allowed by law.

1 **NINTH CAUSE OF ACTION**

2 **For Failure to Pay Sick Pay Wages**

3 **[Cal. Lab. Code §§ 201-203, 233, 246]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

5 **and Against All Defendants)**

6 110. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 111. Cal Lab. Code § 233 provides that an employer must permit an employee to
10 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
11 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
12 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
13 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
14 right to sick pay wages, which an employer must calculate and compensate based on one of
15 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
16 same manner as the regular rate of pay for the workweek in which the employee uses paid
17 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
18 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
19 total wages, not including overtime premium pay, by the employee's total hours worked in
20 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
21 233, employees may sue to recover underpaid sick pay wages as damages.

22 112. As a matter of policy and practice, DEFENDANT pays sick pay wages to
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
24 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
25 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
26 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
27 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
28 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-

1 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
2 employee's total wages, not including overtime premium pay, by the employee's total hours
3 worked in the full pay periods of the prior 90 days of employment. As a result,
4 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
5 CALIFORNIA LABOR-SUB-CLASS.

6 113. Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick
7 leave, vested sick pay wages are due and to be paid no later than the payday for the next
8 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab.
9 Code § 201 provides that if an employer discharges an employee, wages earned and unpaid
10 at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides
11 that an employee is entitled to receive all unpaid wages no later than 72 hours after an
12 employee quits his or her employment, unless the employee has given 72-hour notice of his
13 or her intention to quit, in which case the employee is entitled to his or her wages at the time
14 of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code §
15 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal.
16 Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the
17 due date, and at the same rate until paid, but the wages shall not continue for more than
18 thirty (30) days. Under Cal. Lab. Code §§ 203 and 218, employees may sue to recover
19 applicable penalties.

20 114. As alleged herein and as a matter of policy and practice, DEFENDANT
21 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
22 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
23 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-203, 233, and 246,
24 among other Labor Code provisions. PLAINTIFF is informed and believes that
25 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
26 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
27 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
28 include those benefits to which an employee is entitled as a part of his or her compensation,

1 including money, room, board, clothing, vacation pay, *and sick pay.*” *Murphy v. Kenneth*
2 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
3 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
4 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
5 penalties.

6 115. Such a pattern, practice, and uniform administration of corporate policy is
7 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
8 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
9 attorney’s fees, and costs of suit.

10 11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the CALIFORNIA CLASS:

- 15 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
16 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 17 B) An order temporarily, preliminarily and permanently enjoining and restraining
18 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 19 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
20 withheld from compensation due to PLAINTIFF and the other members of the
21 CALIFORNIA CLASS; and,
- 22 D) Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund
23 for restitution of the sums incidental to DEFENDANT’s violations due to
24 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

25 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 26 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
27 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
28 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

- 1 B) Compensatory damages, according to proof at trial, including compensatory
2 damages for minimum and overtime compensation due PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
4 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
5 statutory rate;
- 6 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
7 in which a violation occurs and one hundred dollars (\$100) per each member of
8 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
9 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
10 an award of costs for violation of Cal. Lab. Code § 226;
- 11 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
14 1197;
- 15 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
16 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
17 costs of suit.; and,
- 18 G) The wages of all terminated employees in the CALIFORNIA LABOR
19 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
20 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

21 3. On all claims:

- 22 A) An award of interest, including prejudgment interest at the legal rate;
- 23 B) Such other and further relief as the Court deems just and equitable; and,
- 24 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
25 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
26 and/or §2802.

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Dated: July 2, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: July 2, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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).);

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no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

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

CLASS ACTION & REPRESENTATIVE CASES

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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 Electronics, 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, Northern 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. Lemoire 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 Angeles 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 Outfitters, 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. Prologistics 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.

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

EXHIBIT #4

Spencer C. Skeen, CA Bar No. 182216
spencer.skeen@ogletree.com
Tim L. Johnson, CA Bar No. 265794
tim.johnson@ogletree.com
Andrew J. Deddeh, CA Bar No. 272638
andrew.deddeh@ogletree.com
Brett R. Tengberg, CA Bar No. 318436
brett.tengberg@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Telephone: 858-652-3100
Facsimile: 858-652-3101

Attorneys for Defendant METAL CONTAINER
(MCC) LP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JOHN DEDET, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

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

Defendant.

Case No. CVRI2405838

**DECLARATION OF ANDREW J.
DEDDEH REGARDING CLASS ACTION
AND PAGA SETTLEMENT**

[Assigned for all purposes to The Honorable
Harold W. Hopp, Dept. 1]

Action Filed: October 17, 2024
Trial Date: None Set

1 I, Andrew J. Deddeh, declare and state as follows:

2 1. ☐ I am an attorney with the law firm of Ogletree, Deakins, Nash, Smoak & Stewart,
3 P.C, counsel of record for Defendant METAL CONTAINER (MCC) LP (“Defendant” or “MCC”).
4 I am licensed to practice law in all the courts of the State of California. The following is true and
5 correct based on my own personal knowledge and/or based on my review of my firm’s records
6 maintained in the ordinary course of business. I submit this Declaration in support of Plaintiff’s
7 Motion for Preliminary Approval of Class Action and PAGA Settlement. If called and sworn as a
8 witness, I could and would testify competently and truthfully to the matters stated herein.

9 2. ☐ I am not aware of any class, representative or other collective action in any other court
10 in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of
11 a class or group of individuals some or all of whom would also be members of the class defined in
12 this action.

13 I declare under penalty of perjury pursuant to the laws of the State of California and the
14 United States of America that the foregoing is true and correct and I executed this Declaration on
15 December 31, 2025.

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17 _____
18 Andrew J. Deddeh
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