

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

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

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 PABLO GODOY, an individual, on behalf
16 of himself, and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 vs.

20 GEORGICA PINE CLOTHIERS, LLC., a
21 Limited Liability Company; and DOES 1
22 through 50, inclusive,

23 Defendants.

Case No. 24STCV12684

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: May 6, 2026

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated October 30,
2025]

Judge: Hon. Elaine Lu

Dept.: SS-9

Action Filed: May 20, 2024

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Georgica Pine

1 Clothiers, LLC ("Defendant") reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
3 the Gross Settlement Amount to be paid by Defendant is Five Hundred Fifteen Thousand Dollars
4 (\$515,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
5 following elements: (1) payment of the Individual Class Payments to the Participating Class Members;
6 (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration
7 Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA
8 Penalties payment allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA
9 Payments. (Agreement at ¶ 1.22.)

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

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

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

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
28 the Court by mailing the notice packets after updating class members' addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
2 notices to any forwarding address provided or updated address located. See Declaration of Norma Ayala
3 ("Ayala Decl.") at ¶¶ 6-7. Class Members were provided with the opportunity to exclude themselves or
4 "opt out" if they did not want to participate in the settlement. *Id.* at ¶ 11, Exh. A. Significantly, there
5 have been no objections and no requests to opt-out. Ayala Decl. at ¶¶ 11-12. As such, 100% of the
6 Class will participate in the Settlement and will be sent a settlement check. Ayala Decl. at ¶ 14. All
7 Aggrieved Employees will be paid their allocation of the PAGA Penalties and will remain subject to the
8 release of the Released PAGA Claims regardless of any request for exclusion from the Class.
9 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to
10 object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

11 (f) Participating Class Members must cash their Individual Class Payment check within 180 days
12 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be
13 voided and any funds represented by such checks sent to a Court-approved nonprofit organization or
14 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") to the
15 requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.) The
16 Parties selected Bet Tzedek Legal Services as the Cy Pres Recipient and they have no interest or
17 relationship, financial or otherwise, with this intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

18 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
19 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
20 exceed \$4,000. (Agreement at ¶ 3.2(c).) The total Administration Expenses Payment, including fees and
21 costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
22 administration is \$4,000. Ayala Decl., at ¶ 19.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
26 Counsel Litigation Expenses Payment in an amount not to exceed \$18,500. (Agreement at ¶ 3.2(b).)
27 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
28 as his Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate

1 requests for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
2 evidentiary support, for these requests, including lodestar.

3 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross
4 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
5 Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$5,000. (Agreement at ¶¶ 1.34 and
6 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
7 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA")
8 as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed
9 to the Aggrieved Employees based on the number of their respective PAGA Pay Periods.¹ (Agreement
10 at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this
11 motion and the Agreement.

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
13 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
14 settlement is "fair, adequate, and reasonable" (Preliminary Approval Order at pg. 1.) In sum, the
15 Settlement valued at \$515,000 is an excellent result for the Class. This result is particularly favorable in
16 light of the fact that liability and class certification in this case were far from certain in light of the
17 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
18 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
19 settlement is fair, reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated October 30, 2025 ("Preliminary Approval Order"), the approved Class Notice has been
23 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
24 On December 19, 2025, the Administrator mailed the Court-approved Class Notice to the Class
25 Members, which provided each class member with the terms of the Settlement, including notice of the

26
27
28 ¹ The PAGA claim was initiated by the PAGA Notice prior to June 2024, and therefore the prior
version of Labor Code ¶2699 applies to the 75/25 allocation.

1 claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service
2 award that were being sought, how individual settlement awards would be calculated, and the specific,
3 estimated payment amount to that individual. See Declaration of Norma Ayala ("Ayala Decl.") at ¶ 7,
4 Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the
5 Court in its Preliminary Approval Order. The Administrator received no written objections and received
6 no requests for exclusion. Ayala Decl. at ¶¶ 11-12. As such, 100% of the Class will participate in the
7 Settlement and will be sent a settlement check. Ayala Decl. at ¶14.

8
9 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
10 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
11 not provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
12 for required expenses, were not provided accurate itemized wage statements, were not paid all accrued
13 and used sick pay at the correct rate of pay, and were not paid all wages at the time of termination. The
14 Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
15 relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

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18 6. Procedural History of the Litigation

19 (a) On March 12, 2024, Plaintiff filed with the LWDA and served on Defendant a notice
20 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
21 on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice specifically
22 alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246,
23 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
24 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14)(Failure to
25 Provide Seating), and violation of the applicable Wage Order(s).

26 (b) On May 20, 2024, Plaintiff commenced this Action by filing a Class Action Complaint
27 against Defendant in the Superior Court of the State of California, County of Los Angeles. This Class
28 Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal.

1 Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor
2 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code
3 §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§
4 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and
5 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code §§
6 226.7 and 512; (7) failure to to reimburse employees for required expenses in violation of California
7 Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201,
8 202 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204,
9 233, 246. On October 9, 2024, Plaintiff filed a separate Representative Action Complaint alleging a
10 single cause of action for civil penalties in violation of the Private Attorney General Act, Cal. Labor Code
11 §§ 2698, et seq. ("PAGA").

12 (c) On July 17, 2025, Plaintiff filed a First Amended Class Action Complaint in this Action
13 adding a cause of action for civil penalties under PAGA. The First Amended Class and Representative
14 Action Complaint is the operative complaint in the Action (the "Operative Complaint").

15 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including informal discovery, and the production of hundreds of pages of documents, class data, and
17 other information, allowing for the full and complete analysis of liabilities and defenses to the claims in
18 the Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class;
19 (2) payroll data and time punch data for the Class covering 83 employees, 28,583 shifts worked, and
20 7,304 workweeks; (3) Defendant's wage and hour policies; (4) the employment file for the Plaintiff; and,
21 (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and
22 information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the
23 claims for the Class.

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

4 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
5 to mediation, the Parties engaged in the above investigation and the exchange of documents and
6 information in connection with the Action. On March 26, 2025, the Parties participated in an all-day
7 mediation presided over by Tagore Subramaniam, a respected mediator of wage and hour representative
8 and class actions. Following the mediation, each side, represented by its respective counsel, were able
9 to agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum
10 of understanding. The Parties then negotiated the final terms of the settlement as set forth in the
11 Agreement. At all times, the negotiations were arm's length and contentious.

12 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing
13 of any kind associated with the claims alleged in the Action and further denies that, for any purpose other
14 than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
15 among other things, that it has complied at all times with the California Labor Code, applicable Wage
16 Order, and all other laws and regulations. Further, Defendant contends that class certification is
17 inappropriate for any reason other than for settlement. Plaintiff contend that Defendant violated
18 California wage and hour laws. Plaintiff further contend that the Action is appropriate for class
19 certification on the basis that the claims meet the requisites for class certification. Without admitting that
20 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
21 purposes only. (Agreement at ¶ 2.9). The Parties agree that certification for settlement purposes is not
22 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
23 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
24 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
25 with respect to the Class are satisfied.

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

11
12 7. History of Settlement Discussions

13 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
14 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
15 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
16 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
17 Class Claims of the Class in accordance with this Settlement. The release applicable to the Class is
18 appropriately tethered to allegations in the Action. (Agreement at ¶¶ 1.38, 6.2.)

19 (b) The Parties attended an arms-length mediation session with Tagore Subramaniam, Esq.,
20 a respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
21 In preparation for the mediation, Defendant provided Class Counsel with payroll, timekeeping and
22 employment data and other information regarding the Class Members, various internal documents, and
23 other compensation and employment-related materials. Class Counsel analyzed the data with the
24 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
25 mediator. Following the all-day mediation, the Parties agreed to the Settlement, which was memorialized
26 in the form of a Memorandum of Understanding.

27 (c) From May of 2025 to July of 2025, the settlement agreement and exhibits thereto were
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1 finalized and executed. On October 1, 2025, the Court issued a tentative ruling requesting revisions to
2 the settlement agreement. On October 30, 2025, the Court granted the Motion for Preliminary Approval,
3 and entered the Order granting preliminary approval of the settlement as fair and reasonable to the Class.

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

6

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

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

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

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

23 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
24 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
25 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
26 to the value of the claims. Based upon 91 Class Members who worked an estimated 9,324 work weeks
27 (Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of \$5,659 per Class
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1 Member and \$55 per workweek and after deductions the Net Settlement Amount provides an average
2 recovery of \$3,360.81 per Class Member and a recovery of \$32.80 per workweek. The calculations to
3 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
4 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
5 retained this expert to analyze the data and determine the potential unpaid wages for the employees. The
6 maximum potential damages were calculated to be \$257,180 for the alleged unpaid wages due to off-the-
7 clock work at 1 hour per week, \$7,405 for the alleged underpaid overtime wage based on the alleged
8 miscalculation of the regular rate, \$23,715 for the alleged unpaid meal break premiums and sick pay
9 based on the miscalculation of the regular rate, \$143,504 for alleged meal period damages based upon
10 a 76% potential violation rate for shifts observed in the time records and after deduction of meal
11 premiums paid by Defendant, and \$517,818 for alleged rest period damages based upon the same 76%
12 potential violation rate observed for meal periods, \$9,645 for alleged unreimbursed business expenses
13 for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that
14 Defendant was subject to a maximum damage claim in the amount of \$958,795. As to potential penalties,
15 Plaintiff calculated that potential waiting time penalties were a maximum of \$233,702, and potential
16 maximum wage statement penalties were \$201,950.² Defendant vigorously disputed Plaintiff's
17 calculations and exposure theories. Consequently, the Gross Settlement Amount of \$515,000 represents
18 more than 53% of the maximum value of the alleged damages at issue in this case at the time this
19 Settlement was negotiated.³ Importantly, the recent decision that good faith belief of compliance by the
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21 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
22 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
23 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
24 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
25 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.").

26 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
27 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
28 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Kyle
Nordrehaug at ¶33.

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

7 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
8 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
9 defenses both to liability and to class certification. Currently, the maximum and average class member
10 allocation are \$8,659.37 and \$3,360.81, respectively. *See Ayala Decl.* ¶ 16. Given the complexities of
11 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
12 reasonable and adequate, and should be finally approved.

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

18 19 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

21
22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*
27 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval
28 of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral*
v. Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Enforced

2 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
3 fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Fifteen Thousand
4 Dollars (\$515,000). (Agreement at ¶ 1.22.) As part of the settlement, the parties agreed to an award of
5 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
6 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
7 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

18
19 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
20 Created for the Benefit of the Class

21 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
22 of the Gross Settlement Amount of \$515,000, which equals \$171,666 for attorneys' fees. As part of the
23 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
24 incurred as per Class Counsel's billing statement in an amount not to exceed \$21,000. Finally, Defendant
25 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of no
26 more than \$10,000 as his service award under the Agreement.

27 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
28 significant contingent risk such as this one. Our legal system places unique reliance on private litigants

1 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
2 providing these substantial benefits should be paid an award equal to the amount negotiated in private
3 bargaining that takes place in the legal market place.

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

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

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

25 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
26 Plaintiff could potentially prevail on the contested issues regarding liability, maintain class certification,
27 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
28 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class

1 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous
2 defense presented by counsel for Defendant. Over the last years of litigation, Class Counsel was required
3 to invest substantial time and resources in investigation, litigation, the determination of potential damages
4 and communicating with and responding to opposing counsel's and class members' requests and
5 inquiries.

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

10 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
11 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
12 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
13 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
14 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
15 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
16 Counsel advanced more than \$17,000 in costs which could not have been recovered if this case had been
17 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
18 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
19 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
20 Plaintiff also support the requested awards.

21 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
22 \$171,666 is also established by reference to Class Counsel's lodestar in this matter. **The**
23 **contemporaneous billing records for Class Counsel evidence that through April 6, 2026, Class**
24 **Counsel's total lodestar is \$135,927.50, with significant additional fees still to be incurred to**
25 **complete final approval and the settlement process.** The requested fee award is therefore currently
26 equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of less than 1.3, and
27 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
28 manage the settlement distribution and reports. Such a lodestar cross-check is well below the multipliers

1 approved in other cases such as *Laffitte and Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir.
2 2002).⁵ As a result, this Court may conclude that the requested award is fair and reasonable and is
3 justified under California law.

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

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

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

1 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
2 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
3 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
4 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
5 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
6 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
7 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
8 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
9 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
10 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
11 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
12 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
13 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
14 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
15 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
16 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
17 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
18 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
19 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
20 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
21 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
22 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
23 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
24 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
25 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
26 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
27 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
28 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill

1 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
2 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
3 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
4 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
5 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
6 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
7 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,
8 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
9 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
10 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
11 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
12 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
13 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
14 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
15 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
16 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
17 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
18 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees
19 that have been awarded in other similar cases.

20 12. **The contemporaneous billing records for Class Counsel evidence that through April**
21 **6, 2026, Class Counsel's total lodestar is \$135,927.50**, with significant additional fees still to be
22 incurred to complete final approval and the settlement process. From March 3, 2024 to April 6, 2026,
23 my firm worked on this matter for over 187 hours, with hourly rates for attorneys ranging from \$450 to
24 \$995, resulting in a total incurred lodestar for my firm in the amount of \$135,927.50. The requested fee
25 award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier
26 cross-check of less than 1.3, and there will be additional lodestar incurred by Class Counsel to complete
27 the settlement process and manage the settlement distribution and reports. A detailed breakdown of the
28

1 total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In
2 addition, Class Counsel will be performing significant additional work that is not included in this lodestar
3 amount, including finalizing the final approval motion, attending the hearing on final approval, and
4 monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in
5 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
6 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
7 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
8 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
9 copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been
10 approved by Court's throughout California, including the Courts in the Superior Court of California. In
11 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
12 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central
13 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed
14 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as
15 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
16 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
17 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
18 when compared within 21 other firms practicing in the Southern District of California.) This survey is
19 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
20 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
21 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
22 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
23 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
24 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for
25 associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples,
26 and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund
27 is supported by the currently lodestar incurred, and will be a lower multiplier by the completion of the
28

1 settlement. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

2
3 Litigation Expenses

4 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
5 Counsel Litigation Expenses Payment of not more than \$18,000.” Class Counsel requests reimbursement
6 for incurred litigation expenses and costs in the amount of \$17,829.17. Class Counsel have incurred
7 expenses of \$17,829.17 based upon counsel's billing records; therefore, this requested amount is less than
8 the allocation in the Agreement. These litigation expenses include the expenses incurred for filing fees,
9 court docket document retrieval charges, mediation expenses, expert expenses (Berger Consulting), and
10 attorney service charges (OneLegal, Knox and Case Anywhere), all of which are costs normally billed
11 to and paid by the client. The details of the litigation expenses incurred by my firm in this matter are
12 set forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

13
14 Service Awards

15 14. For his service as the class representative, Plaintiff should be awarded the agreed service
16 award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on behalf of
17 the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and
18 there have been no objections to the requested service award. The Plaintiff’s Declaration in support of
19 this request is attached hereto as Exhibit #5. As the representative of the Class, Plaintiff performed his
20 duties to the Class admirably and without exception. Plaintiff worked extensively with Class Counsel
21 during the course of the litigation, responding to numerous requests, searching for documents, working
22 with counsel, and reviewing the settlement documentation. As set forth in the Agreement, the Plaintiff
23 is also providing a comprehensive release as part of the Settlement, far beyond the class release. The
24 declaration of Plaintiff details the involvement, stress and risks he undertook as a result of this Action.
25 The Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to
26 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
27 filed a class action on behalf of fellow former employees. Without the Plaintiff’s participation,

1 cooperation and information, no other employees would be receiving any benefit. The payment of
2 service awards to successful class representatives is appropriate and the amount of \$10,000 is well within
3 the currently awarded range for similar settlements. The requested award is also reasonable by reference
4 to the amounts that other California courts have found to be reasonable in wage and hour class action
5 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
6 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
7 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
8 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
9 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
10 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
11 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
12 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
13 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
14 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
15 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
16 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
17 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
18 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
19 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
20 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
21 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
22 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
23 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
24 County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
25 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000
26 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
27 Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
28

1 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
2 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
3 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
4 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
5 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
6 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
7 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
8 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
9 Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v.*
10 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
11 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
12 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
13 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
14 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
15 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
16 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
17 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
18 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
19 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
20 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
21 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
22 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
23 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
24 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
25 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
26 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
27 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
28

1 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
2 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
3 (awarding \$10,000 service award).

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

21 16. As a result, Class Counsel respectfully requests approval of the application for award of
22 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
23 expenses in the amount of \$17,829.17, and approval of the requested service award to the Plaintiff.

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

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

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

2 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik

3 De Blouw LLP.

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

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

EXHIBIT #1

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).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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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. Alamos 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 Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Pablo Godoy (“Plaintiff”) and defendant Georgica Pine Clothiers, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Pablo Godoy v. Georgica Pine Clothiers, LLC*, Case No. 24STCV12684, initiated on May 20, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 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 non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Piya Mukherjee, Victoria B. Rivapalacio, and Charlotte E. James of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the

Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from May 20, 2020 through June 27, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means Georgica Pine Clothiers, LLC.
- 1.18. “Defense Counsel means Amy Patton of Payne & Fears, LLP.

- 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 appeal is filed, the expiration of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court’s Judgment is entered); (b) the date affirmance of an appeal of the Judgment becomes final; or (c) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
- 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” or “GSA” means Five Hundred Fifteen Thousand Dollars (\$515,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 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 March 12, 2023 through June 27, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s March 12, 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 (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Pablo Godoy, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all causes of action and factual or legal theories/allegations that were alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA, or that could have been brought based on those same factual or legal theories/allegations, against the released parties alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA that occurred

during the Class Period. The Released Class Claims will include claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802; the California Labor Code Private Attorneys General Act; the applicable IWC Wage Order; and Business & Professions Code section 17200-17208. The Released Class Claims also includes the following claims for relief that are based on the facts in the Operative Complaint that occurred during the Class Period: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures; (i) unfair business practices; (j) all damages, penalties, restitution, attorneys' fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff's individual settlement, and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or California 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 on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, e.g., any and all claims relating to (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means 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 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

2.1. On May 20, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246.

2.2. On October 9, 2024, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”).

2.3. On July 10, 2025, Plaintiff filed a First Amended Complaint, adding a cause of action pursuant to PAGA.

2.4. After the filing of the First Amended Complaint, Plaintiff will file a Request for Dismissal of the PAGA Action without prejudice.

2.5. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. On March 26, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. 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*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. 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 \$515,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$171,666, and a Class Counsel Litigation Expenses Payment of not more than \$18,500. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$4,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$4,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the

LWDA PAGA Payment and 25% (\$1,250) 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 (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties' intention is that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to

confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 94 Class Members who collectively worked a total of 8,900 Workweeks, and 73 Aggrieved Employees who worked a total of 3,588 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date," which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 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") (Bet Tzedek Legal Services). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's General Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, 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 or Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

6.4. Release by Class Counsel. The amount paid as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall discharge any and all claims for such fees, costs, and expenses. Class Counsel, on behalf of their present and former attorneys, employees, agents, successors and assigns release the Released Parties from all claims for attorneys' fees, costs, and expenses incurred in connection with the Operative Complaint and the PAGA Notice.

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

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

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

an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres Recipient; (vi) 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)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff 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 LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any

forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so

not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of

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

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. In the event the released workweeks is more than 10% greater than the amount set forth in paragraph 4.1 (i.e., above 9,790 workweeks), Defendant will purchase the additional pay periods above 9,790 at a pro rata rate.

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 to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than

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

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

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

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

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

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

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

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

13. ADDITIONAL PROVISIONS

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

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

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

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To 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

To Defendant:

Amy R. Patton
Payne & Fears, LLP
4 Park Plaza, Suite 1100
Irvine, CA 92614
Tel.: (949) 851-1100
Fax: (949) 851-1212
E-mail: arp@paynefears.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on March 26, 2025 until the earlier of the Effective Date or 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.

10/07/2025
Dated: _____



Pablo Godoy (Oct 7, 2025 07:54:26 PDT)
Plaintiff Pablo Godoy

Dated: _____

Mark Cassebaum
For Defendant Georgica Pine Clothiers, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Amy R. Patton
Payne & Fears, LLP
Attorney for Defendant

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Pablo Godoy

Dated: Oct 2, 2025

Mark Cassebaum
Mark Cassebaum (Oct 2, 2025 18:06:58 EDT)

Mark Cassebaum
For Defendant Georgica Pine Clothiers, LLC

Dated: 10/2/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: October 2, 2025

Amy Patton

Amy R. Patton

Payne & Fears, LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

Godoy v. Georgica Pine Clothiers, LLC,
Superior Court of the State of California, County of Los Angeles, Case No. 24STCV12684

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Georgica Pine Clothiers, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Pablo Godoy (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period (May 20, 2020 through June 27, 2025) (“Class Members”), and (2) penalties and other relief on behalf of all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (March 12, 2023 through June 27, 2025) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** 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 Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty 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 Class Period wage 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 Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 9 before Judge Elaine Lu. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, 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 Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”).

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies any liability whatsoever to Plaintiff, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **Five Hundred Fifteen Thousand Dollars and No Cents (\$515,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the Administrator no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$4,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals

\$171,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$18,500. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, 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. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$5,000.00 relating to Plaintiff's claim under PAGA, \$3,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$1,250 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) 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. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is March 12, 2023 through June 27, 2025.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$305,834. 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.

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

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

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

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

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

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

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

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 any and all claims that were alleged, or reasonably could have been alleged, based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended, and/or PAGA Notice, as amended, which occurred during the Class Period during employment in a non-exempt position in California. The Released Class Claims are all causes of action and factual or legal theories/allegations that were alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA, or that could have been brought based on those same factual or legal theories/allegations, against the released parties alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA that occurred during the Class Period. The Released Class Claims will include claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802; the California Labor Code Private Attorneys General Act; the applicable IWC Wage Order; and Business & Professions Code section 17200-17208. The Released Class Claims also includes the following claims for relief that are based on the facts in the Operative Complaint that occurred during the Class Period: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures; (i) unfair business practices; (j) all damages, penalties, restitution, attorneys’ fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff’s individual settlement, and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or California 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 and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, e.g., any and all claims relating to (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

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

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (May 20, 2020 through June 27, 2025).

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

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (March 12, 2023 through June 27, 2025). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

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

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

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

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 portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$5,000, of which \$1,250 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the request to opt out to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Godoy v. Georgica Pine Clothiers, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Godoy v. Georgica Pine Clothiers, LLC*, Case No. 24STCV12684. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

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

www.bamlawca.com under “Class Notices” for *Godoy v. Georgica Pine Clothiers, LLC* or on the Court’s website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV12684.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Godoy v. Georgica Pine Clothiers, LLC*, Case No. 24STCV12684, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator’s contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court’s website at <https://www.lacourt.org/lacc/>. Check the Court’s website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties’ counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Amy R. Patton

Payne & Fears, LLP
4 Park Plaza, Suite 1100
Irvine, CA 92614

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 9 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Elaine Lu. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Godoy v. Georgica Pine Clothiers, LLC*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV12684.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Godoy v. Georgica Pine Clothiers, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Godoy v. Georgica Pine Clothiers, LLC* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 24STCV12684. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the Court-approved Cy Pres Recipient.
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PABLO GODOY, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

GEORGICA PINE CLOTHIERS, LLC., a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **24STCV12684**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Elaine Lu
Dept: SS-9

Date Filed: May 20, 2024
Trial Date: Not set

This matter came before the Honorable Elaine Lu of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiff Pablo Godoy ("Plaintiff") for preliminary approval of the Class Action and PAGA Settlement with Defendant Georgica Pine Clothiers, LLC ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court

1 and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class
2 Action Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is Five Hundred Fifteen
14 Thousand Dollars (\$515,000). It appears to the Court on a preliminary basis that the settlement
15 amount and terms are fair, adequate and reasonable as to all potential Class Members when
16 balanced against the probable outcome of further litigation and the significant risks relating to
17 certification, liability and damages issues. It further appears that investigation and research have
18 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
19 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
20 by all Parties, as well as avoid the delay and risks that would be presented by the further
21 prosecution of the Action. It further appears that the Settlement has been reached as the result of
22 serious and non-collusive, arm's-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
28

1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$18,500, and a
4 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
5 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
6 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
7 supporting these requests, including lodestar, prior to final approval.

8 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 representative treatment and certification of a class for settlement purposes only. This stipulation
10 will not be deemed admissible in this, or any other proceeding should this Settlement not become
11 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
12 "all individuals who are or previously were employed by Defendant who were classified as non-
13 exempt in the State of California at any time during the Class Period." The "Class Period" is May
14 20, 2020 through June 27, 2025.

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

25 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
27 Piya Mukherjee, Victoria B. Rivapalacio, and Charlotte E. James of Blumenthal Nordrehaug
28

1 Bhowmik De Blouw LLP as Class Counsel for the Class.

2 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
3 Amount of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
5 Agreement pursuant to the PAGA and \$1,250 to the Aggrieved Employees. “Aggrieved
6 Employees” are all non-exempt employees who worked for Defendant in the State of California at
7 any time during the PAGA Period (March 12, 2023 through June 27, 2025). Pursuant to Labor
8 Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms.
9 The Court finds the PAGA Penalties to be reasonable.

10 10. The Court hereby approves, as to form and content, the Class Notice attached to the
11 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
12 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
13 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
14 and opportunity to object to the Settlement. The Court further finds that the distribution of the
15 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
16 the requirements of due process, is the best notice practicable under the circumstances, and shall
17 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
18 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
19 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
20 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
21 address for the Class Member no later than seven (7) days after the receipt of the undelivered
22 Class Notice.

23 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
24 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
25 The Administrator will perform address updates and verifications as necessary prior to the first
26 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
27
28

1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
2 Class Members via first-class regular U.S. Mail to their last known address.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions for requesting
6 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
7 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
8 Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline
9 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
10 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
11 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
12 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
13 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
14 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
15 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
16 group, class, or subclass of individuals is not permitted and will be deemed invalid.

17 13. Any Class Member who has not opted out may appear at the final approval hearing
18 and may object or express the Member’s views regarding the Settlement and may present evidence
19 and file briefs or other papers that may be proper and relevant to the issues to be heard and
20 determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline to submit their written objections to the Administrator. Written objections
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
25 Hearing to make an oral objection.

26 14. A final approval hearing shall be held before this Court on _____
27 _____ at _____ in Department 9 at the Spring Street Courthouse of the Los
28

1 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and
2 costs, and to determine all necessary matters concerning the Settlement, including: whether the
3 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
4 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
5 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
6 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
7 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
8 Administrator. All papers in support of the motion for final approval shall be filed with the Court
9 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
10 shall be heard at this final approval hearing.

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

23 16. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
28

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
5 the Agreement with respect to the effect of the Agreement if it is not approved.

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

10 **IT IS SO ORDERED.**

11 Dated: _____

12 _____
13 HON. ELAINE LU
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

14 4904-1961-1220.1

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PABLO GODOY, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

GEORGICA PINE CLOTHIERS, LLC., a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 24STCV12684

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Elaine
Dept: SS-9

Date Filed: March 29, 2024
Trial Date: Not set

1 The unopposed motion of Plaintiff Pablo Godoy (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Georgica Pine
3 Clothiers, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable Elaine Lu.

5 **I.**

6 **FINDINGS**

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

- 9 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 10 2. This Court has jurisdiction over the subject matter of this litigation pending before
11 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
12 Parties to this litigation, including the Class.
- 13 3. Based on a review of the papers submitted by Plaintiffs and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Fifteen
15 Thousand Dollars (\$515,000) and the terms set forth in the Agreement are fair, reasonable, and
16 adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Court-approved Class
28

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

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

21 **Fairness of the Settlement**

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

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Tagore Subramaniam, an experienced mediator of wage
26 and hour class actions. There has been no collusion between the Parties in reaching the
27 Settlement.

1 b. Plaintiff and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 and PAGA litigation. Class Counsel recommended approval of the Agreement.

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

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

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

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

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$171,666 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
19 the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel’s
21 lodestar and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that the Class
25 Representative Service Payment in the amount of \$ _____ to the Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$1,250 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all non-exempt employees who worked for Defendant in the
17 State of California at any time during the PAGA Period (March 12, 2023 through June 27, 2025,
18 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement
19 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
20 Penalties to be reasonable.

21 **II.**

22 **ORDERS**

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

24 15. The Class is certified for the purposes of settlement only. The Class is defined as
25 follows:

26 All individuals who are or previously were employed by Defendant who were
27 classified as non-exempt in the State of California at any time during the Class
28 Period (May 20, 2020 through June 27, 2025).

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

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

8 18. Class Counsel are awarded attorneys’ fees in the amount of \$171,666 and costs in
9 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiff or members of the Class.

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

13 20. The payment of \$_____ to the Administrator for its fees and expenses is
14 approved.

15 21. The PAGA Penalties amount of \$5,000 is approved and is to be distributed in
16 accordance with the Agreement.

17 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
18 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

19 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
22 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
23 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
24 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
25 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
26 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
27 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
9 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
10 Class Members.

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

18 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

19 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
20 Plaintiffs, and all members of the Class, shall take nothing in the Action.

21 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
22 provided in the Agreement and in this Final Approval Order and Judgment.

23 28. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
26 release claims against all Released Parties as follows:
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1 (a) All Participating Class Members, on behalf of themselves and their
2 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
3 and assigns, release Released Parties from the Released Class Claims. The “Released Class
4 Claims” are any and all claims that were alleged, or reasonably could have been alleged, based on
5 the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended,
6 and/or PAGA Notice, as amended, which occurred during the Class Period during employment in
7 a non-exempt position in California. The Released Class Claims are all causes of action and
8 factual or legal theories/allegations that were alleged in the Operative Complaint and/or Plaintiff’s
9 PAGA Notice to the LWDA, or that could have been brought based on those same factual or legal
10 theories/allegations, against the released parties alleged in the Operative Complaint and/or
11 Plaintiff’s PAGA Notice to the LWDA that occurred during the Class Period. The Released Class
12 Claims will include claims for violation of, or recovery under, Labor Code sections 201, 202, 203,
13 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2,
14 1197, 1197.1, 1198, 2802; the California Labor Code Private Attorneys General Act; the
15 applicable IWC Wage Order; and Business & Professions Code section 17200-17208. The
16 Released Class Claims also includes the following claims for relief that are based on the facts in
17 the Operative Complaint that occurred during the Class Period: (a) failure to pay minimum and
18 straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d)
19 failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f)
20 failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure
21 to indemnify employees for expenditures; (i) unfair business practices; (j) all damages, penalties,
22 restitution, attorneys’ fees, interest, and other amounts recoverable in connection with the above
23 legal authorities and/or claims for relief under local, California, and federal law. Except as
24 expressly set forth in this Agreement, Participating Class Members do not release any other
25 claims, including Plaintiff’s individual settlement, and claims for vested benefits, wrongful
26 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
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1 disability, social security, workers' compensation, or California class claims outside the Class
2 Period.

3 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
4 of themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
6 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
7 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
8 Notice that occurred during the PAGA Period, e.g., any and all claims relating to (a) failure to pay
9 minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal
10 breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at
11 termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage
12 statements; (h) failure to indemnify employees for expenditures. The Released PAGA Claims do
13 not include PAGA claims outside of the PAGA Period.

14 (c) Plaintiff and his respective former and present spouses, representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
16 Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

17 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
18 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
19 Administrator shall transmit the funds represented by such checks to the Court-approved Cy Pres
20 Recipient in accordance with the to the requirements of California Code of Civil Procedure
21 Section 384, subd. (b). The Court approves Bet Tzedek Legal Services as the cy pres Recipient.

22 30. The Court hereby enters judgment in the entire Action as of the filing date of this
23 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
24 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
25 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
26 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

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Dated: _____

HON. ELAINE LU
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/06/2026
Due On: 05/06/2026

Pablo Godoy
212 Oceano Drive
Los Angeles, CA 90049

CA3254

Georgica Pine Clothiers, LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	03/03/2024	Review and analyze original intake notes. Legal research regarding related litigation against Defendant. Review facts and law. Research Defendant's business operations in CA. Conference with Plaintiff to discuss claims and facts.	3.00	\$850.00	\$2,550.00
NDB	03/04/2024	Review emails and facts regarding wrongful termination and discrimination claims. Review off the clock work tasks. Legal research regarding the same.	2.80	\$850.00	\$2,380.00
NDB	03/05/2024	Review entire employment file for legal claims. Review and analyze emails and texts from Plaintiff. Analyze all paystubs for wage and hour claims. Legal research regarding the same. Obtain background facts for complaint.	3.30	\$850.00	\$2,805.00
NDB	03/06/2024	Review facts and law. Draft original complaint.	2.90	\$850.00	\$2,465.00
NDB	03/07/2024	Review and revise complaint. Legal research. Send complaint for approval to Plaintiff. Discuss complaint with Plaintiff.	2.80	\$850.00	\$2,380.00
NDB	03/08/2024	Review case file and complaint. Draft internal case notes memo detailing facts and specific violations.	2.10	\$850.00	\$1,785.00

KN	03/09/2024	Review research from ND; review documents; review draft complaint; provide input	1.50	\$950.00	\$1,425.00
NDB	03/11/2024	Review and research PAGA claims and penalties. Draft PAGA Notice.	1.90	\$850.00	\$1,615.00
RE	05/18/2024	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	05/18/2024	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	05/19/2024	Review, edit & revise class action complaint; finalize draft	2.70	\$675.00	\$1,822.50
RE	05/20/2024	Draft summons & civil case cover sheet/ addendum-statement of location re class action	0.50	\$675.00	\$337.50
RE	05/20/2024	Review & finalize class action complaint package; file in LA Sup. Ct.	0.70	\$675.00	\$472.50
RE	05/20/2024	Review court-returned documents re class action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
KN	05/20/2024	Review final complaint; review court documents; review memo from RE	0.50	\$950.00	\$475.00
RE	07/16/2024	Review file; prep docs for service of process re class action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
RE	07/16/2024	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
PM	09/03/2024	Review client documents and complaint; analyze the same and strategize re legal and factual issues; strategize re discovery.	2.75	\$750.00	\$2,062.50
GG	09/04/2024	Review ISC order re electronic service provider, email OPC re agreeing to Case Anywhere.	0.20	\$250.00	\$50.00
GG	09/04/2024	Check ROA re upcoming ISC to confirm date and time, add to events email for upcoming week.	0.10	\$250.00	\$25.00
AR	09/04/2024	Review and outline file and docket for onboarding and status in advance of drafting ISC statement; correspondence with opposing counsel regarding the same.	1.00	\$550.00	\$550.00
AR	09/04/2024	Obtain and review initial order from docket; draft follow up correspondence regarding electronic service provider.	0.30	\$550.00	\$165.00
AR	09/05/2024	Review order; draft initial status conference report and submit to opposing counsel.	2.20	\$550.00	\$1,210.00
AR	09/05/2024	Review order regarding ESP; update and re-circulate initial status conference report.	0.40	\$550.00	\$220.00

AR	09/05/2024	Prepare for and attend meet and confer call; draft follow up correspondence; update file.	0.80	\$550.00	\$440.00
PM	09/05/2024	Review AR summary and analyze re factual issues; review client wage statements.	1.50	\$750.00	\$1,125.00
GG	09/06/2024	Draft email re Case Anywhere setup, confirm service list, send to support for Case Anywhere.	0.30	\$250.00	\$75.00
GG	09/06/2024	Review email re class size and update case chart.	0.10	\$250.00	\$25.00
GG	09/06/2024	ROA Check and add remote appearance information for upcoming ISC, and circulate email to team with remote appearances.	0.10	\$250.00	\$25.00
AR	09/06/2024	Receive and review inserts and revisions to joint initial case management; draft further revisions; finalize and submit for filing.	0.80	\$550.00	\$440.00
AR	09/06/2024	Multiple correspondence with AB and opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
AR	09/06/2024	Multiple correspondence regarding electronic service provider; review order and update file.	0.40	\$550.00	\$220.00
GG	09/06/2024	Finalize Joint ISC report, Draft POS, file, serve.	0.60	\$250.00	\$150.00
PM	09/06/2024	Review and revise status report and advise team re the same.	0.50	\$750.00	\$375.00
AR	09/10/2024	Review docket for status of CMC; draft follow up correspondence with opposing counsel regarding mediation.	0.50	\$550.00	\$275.00
AR	09/11/2024	Multiple follow up correspondence with opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
AR	09/12/2024	Review docket for status ahead of CMC; multiple correspondence with opposing counsel regarding mediation.	0.50	\$550.00	\$275.00
AR	09/13/2024	Receive and review message on CaseAnywhere; draft follow up correspondence with PM.	0.30	\$550.00	\$165.00
AR	09/13/2024	Receive, review, and outline proposed CMO; draft follow up correspondence.	0.60	\$550.00	\$330.00
AR	09/13/2024	Draft multiple correspondence with opposing counsel and clerk regarding appearance and revisions to CMO.	0.40	\$550.00	\$220.00
AR	09/13/2024	Prepare for and attend initial status conference; draft and circulate summary.	1.20	\$550.00	\$660.00
PM	09/13/2024	Review tentative CMO and advise AR re class certification deadline change; review complaint and case documents; review and analyze legal and factual claims.	1.50	\$750.00	\$1,125.00

GG	09/13/2024	Review email re mediation confirmation, draft email with updated service list and case caption, send to mediation case manager.	0.30	\$250.00	\$75.00
PM	09/13/2024	Review correspondences regarding case management and mediation; advise team re the same.	0.75	\$750.00	\$562.50
CJ	10/01/2024	Review status of case and claims in preparation for requesting data and documents from Defendant for mediation	0.50	\$550.00	\$275.00
GG	10/07/2024	Draft mediation data and document request drafts, and saved to to file, email to team.	0.60	\$250.00	\$150.00
RE	10/08/2024	Review file; draft PAGA only complaint	3.80	\$675.00	\$2,565.00
NDB	10/08/2024	Review PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Review and research sick pay, rest break, and 2802 allegations. Analyze case file.	2.90	\$850.00	\$2,465.00
RE	10/09/2024	Draft summons & civil case cover sheet/ addendum re PAGA action	0.50	\$675.00	\$337.50
RE	10/09/2024	Review & finalize PAGA action complaint package; file in LA Sup. Ct.	0.75	\$675.00	\$506.25
RE	10/10/2024	Review court returned documents re PAGA action; review docket; memo to firm re judicial/ department assignment & status of initial case management conference	0.50	\$675.00	\$337.50
RE	10/10/2024	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	10/12/2024	Review final PAGA complaint; review court notices; review memo from RE	0.40	\$950.00	\$380.00
GG	10/17/2024	Review case file, draft stipulation to stay case pending mediation.	1.20	\$250.00	\$300.00
SB	10/29/2024	Review and revise complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
AR	10/31/2024	Review file for status; draft stipulation and proposed order to stay matter; submit to opposing counsel.	1.50	\$550.00	\$825.00
GG	11/04/2024	Finalize, file, serve joint stip to stay case pending mediation.	0.60	\$250.00	\$150.00
AR	11/04/2024	Multiple follow up correspondence with opposing counsel regarding stipulation to stay; receive revisions; finalize and submit for filing.	0.80	\$550.00	\$440.00
GG	11/08/2024	ROA review re stipulation for order to stay action pending mediation, download/save/review order, email to CJ to calendar dates.	0.30	\$250.00	\$75.00

CJ	11/19/2024	Revise Mediation demand, review claims, advise AJB, sent to OPC	1.00	\$550.00	\$550.00
RE	12/06/2024	Review file; email to OPC re service of process via NAR re PAGA action	0.40	\$675.00	\$270.00
RE	12/09/2024	Comm. w OPC re service via NAR; prep docs for service of process re PAGA action; draft NAR; email to OPC w service docs & NAR; instruct staff to mail hard copies per code	0.80	\$675.00	\$540.00
GG	01/28/2025	Reviewed correspondence from Def's re mediation production, accessed docs and saved to file.	0.20	\$250.00	\$50.00
AR	01/29/2025	Receive and review draft stipulation; revise and submit to opposing counsel; finalize.	0.80	\$550.00	\$440.00
RE	02/07/2025	Review file; draft and file proof of service of summons w/executed NAR re PAGA action	0.60	\$675.00	\$405.00
NDB	02/08/2025	Analyze meal break and overtime regular rate claims. Review and research related/pending litigation. Review Plaintiff emails regarding claims. Prepare for mediation.	1.90	\$850.00	\$1,615.00
AR	02/10/2025	Receive and review order from Court; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
AR	02/10/2025	Review file for status of discovery in light of Court order; draft follow up correspondence.	0.30	\$550.00	\$165.00
PM	02/10/2025	Review court order and advise AR re the same; review correspondences regarding order.	0.50	\$750.00	\$375.00
CJ	02/24/2025	Evaluate status of pre-mediation production, annotate re same in prep for correspondence to OPC	0.50	\$550.00	\$275.00
GG	02/26/2025	Reviewed notice of related case, and confirmed that no additional related actions needed to be downloaded.	0.20	\$250.00	\$50.00
CJ	02/26/2025	Evaluate status of claims and expert analysis for mediation, review wage statements and finalize edits to chart	1.00	\$550.00	\$550.00
NDB	03/01/2025	Review court docket and case file. Review discovery to date. Analyze Defendant's wage and hour policy documents. Review Plaintiff's individual claims. Prepare for mediation.	4.10	\$850.00	\$3,485.00
NDB	03/06/2025	Review and analyze time punch data for rounding and meal break claims. Legal research regarding the same.	2.40	\$850.00	\$2,040.00
NDB	03/09/2025	Review and analyze case demographics. Review and research previous settlements with similar	2.20	\$850.00	\$1,870.00

		claims for mediation valuation. Analyze Plaintiff's settlement authority. Review vacation pay claims. Analyze paustubs.			
NDB	03/15/2025	Review facts and law. Draft mediation brief.	3.90	\$850.00	\$3,315.00
AR	03/17/2025	Receive and review mediation data; update file.	0.80	\$550.00	\$440.00
GG	03/18/2025	Reviewed email from AJ re notice of related case.	0.10	\$250.00	\$25.00
CJ	03/18/2025	Prepare for T/c with Plaintiff, review complaint and documents in file re claims	1.00	\$550.00	\$550.00
CJ	03/18/2025	T/c with Plaintiff, create case analysis chart	1.00	\$550.00	\$550.00
KN	03/19/2025	Review research and documents from staff; review mediation brief and materials; analysis of claims; provide input on strategy and mediation	1.50	\$950.00	\$1,425.00
SB	03/20/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
CJ	03/20/2025	Research notes re potential individual claims, advise NDB and SB	0.50	\$550.00	\$275.00
GG	03/21/2025	Reviewed email re mediation from AJ, organized and bates numbered documents, and emailed AJ confirming.	0.30	\$250.00	\$75.00
GG	03/21/2025	Reviewed email from AJ re needing additional docs from client, tel. call with client re mediation and additional documents.	0.30	\$250.00	\$75.00
GG	03/21/2025	Message exchange with client re documents, received, uploaded, bates numbered and saved documents, and sent to AJ.	0.30	\$250.00	\$75.00
AB	03/24/2025	Review/analyze/circulate to mediator addtl docs from client re: off the clock/2802 claims.	2.00	\$895.00	\$1,790.00
SB	03/24/2025	Speak with client about claims, calculate individual damages, add to case notes and advise AJB	2.60	\$450.00	\$1,170.00
SB	03/25/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
SB	03/26/2025	Attend mediation	8.00	\$450.00	\$3,600.00
AB	03/26/2025	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
GG	04/03/2025	Reviewed ROA re status of upcoming non app case review and added information to events email.	0.10	\$250.00	\$25.00
GG	04/09/2025	Finalized, filed, served status report re mediation in class action.	0.50	\$250.00	\$125.00

AR	04/09/2025	Review MOU; multiple correspondence regarding settlement.	0.40	\$550.00	\$220.00
PM	04/09/2025	Review draft MOU and mediation brief; review status of signing of MOU; draft Joint Status Report; review internal communications re status of settlement.	2.00	\$750.00	\$1,500.00
NDB	04/09/2025	Review and analyze mediation notes and results. Review mediation brief and exhibits. Review MOU terms. Send MOU to Plaintiff. Emails explaining terms and following up for signature.	1.40	\$850.00	\$1,190.00
KN	04/09/2025	Review draft MOU; analysis of issues; advise AJ	0.50	\$950.00	\$475.00
VR	05/07/2025	Draft: draft settlement agreement; review MOU; review correspondence between parties; draft individual settlement agreement; correspondence to def	3.20	\$750.00	\$2,400.00
KN	05/07/2025	Draft: Review draft settlement agreement; advise VR	1.00	\$950.00	\$950.00
VR	06/02/2025	Review and Analyze: review correspondence between parties; review and revise settlement agreement; advise PM	0.50	\$750.00	\$375.00
VR	06/26/2025	Draft: draft stipulation to file FAC; draft individual settlement agreement; review and revise longform settlement agreement; review correspondence between parties; review MOU; advise PM	3.40	\$750.00	\$2,550.00
VR	06/27/2025	Review and Revise: review and revise individual and class and PAGA settlement agreements; review correspondence between parties; correspondence to Def	0.70	\$750.00	\$525.00
KN	06/27/2025	Review and Revise: review revisions to class agreement; advise VR	0.50	\$950.00	\$475.00
KN	07/08/2025	Draft Exhibits to settlement agreement; review requirements and research issues; email Defendant	4.00	\$950.00	\$3,800.00
VR	07/08/2025	Review and Revise: review and revise settlement agreement; advise KN	0.40	\$750.00	\$300.00
KN	07/09/2025	Prepare approval outline; analysis of kullar issues; review file and documents; begin drafting motion for preliminary approval; memo to staff regarding status	2.00	\$950.00	\$1,900.00
VR	07/09/2025	Review and Revise: review and revise stipulation re amended complaint and amended complaint; review correspondence between parties; review and revise settlement agreement; advise KN	1.30	\$750.00	\$975.00
KN	07/10/2025	Draft motion for preliminary approval; revise draft;	2.75	\$950.00	\$2,612.50

		email Defendant regarding draft motion; prepare for next steps.			
GG	07/10/2025	Adjusted formatting to stipulation to file FAC, finalized, filed, served, and saved to file.	1.30	\$250.00	\$325.00
VR	07/10/2025	Review and Analyze: review settlement agreement; review correspondence between parties; finalize agreement; advise KN and TG	0.70	\$750.00	\$525.00
VR	07/14/2025	Receipt and Review of Correspondence: review correspondence between parties; review individual agreement status; review settlement terms; review court's orders and docket; advise PM; correspondence to Def	1.20	\$750.00	\$900.00
KN	07/16/2025	Draft declaration ISO motion; prepare and insert detailed Kullar analysis; review and prepare exhibits for declaration.	3.75	\$950.00	\$3,562.50
KN	07/16/2025	Review status of Agreement; prepare final exhibits to Agreement; execute agreement and email Defendant; memo to staff; review executed agreement and insert exhibits.	0.60	\$950.00	\$570.00
GG	07/16/2025	Reviewed case order re process for hearing dates, called dept. clerk to obtain date for MPA, sent email to team and CJ for calendaring.	0.30	\$250.00	\$75.00
GG	07/16/2025	Reviewed notification re stipulation, saved, and circulated order.	0.20	\$250.00	\$50.00
KN	07/16/2025	Review and revise motion for preliminary approval; update proposed order; finalize motion; file and serve motion; serve LWDA	2.30	\$950.00	\$2,185.00
GG	07/16/2025	Received call from clerk re new date for motion for prelim. approval, sent follow up email to CJ to update calendar.	0.10	\$250.00	\$25.00
GG	07/16/2025	Finalized FAC, updated POS, filed, served, saved to file, and sent confirmation email.	0.50	\$250.00	\$125.00
CJ	07/16/2025	Research settlement agreement, MOU, mediation brief and court for purposes of drafting declaration on behalf of plaintiff	1.00	\$550.00	\$550.00
CJ	07/16/2025	Draft declaration on behalf of plaintiff, draft correspondence to Plaintiff and sent declaration	1.00	\$550.00	\$550.00
KN	07/17/2025	Review filed documents; download documents; review rejection notice; correct declaration; re-file and re-serve documents	0.60	\$950.00	\$570.00
GG	07/21/2025	Reviewed ROA and Calendar, re upcoming CMC, added remote appearance information to events email, and circulated email.	0.10	\$250.00	\$25.00

NDB	07/21/2025	Review and revise individual settlement agreement for conformity with MOU terms. Send agreement to Plaintiff. Numerous emails explaining terms and following up for signature.	1.00	\$850.00	\$850.00
VR	07/23/2025	Review and Analyze: review individual settlement agreement; review correspondence between parties; advise PM	0.50	\$750.00	\$375.00
VR	08/04/2025	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement; correspondence to Def	0.40	\$750.00	\$300.00
VR	08/12/2025	Review and Analyze: review correspondence between parties; review settlement agreement; review status of preliminary approval motion; correspondence to Def	0.90	\$750.00	\$675.00
AR	10/01/2025	Receive and review tentative ruling; draft follow up correspondence.	0.30	\$550.00	\$165.00
KN	10/02/2025	Analysis of issue; review Defendant declaration; revise settlement; final revised settlement; memo to staff	1.00	\$950.00	\$950.00
KN	10/03/2025	Draft supplemental declaration; prepare revised agreement; prepare redline exhibit; serve LWDA; file and serve documentd	2.00	\$950.00	\$1,900.00
KN	10/07/2025	Court appearance - preliminary approval; prepare for hearing; review ruling; discuss with Defendant; plan next steps; emails with Defendant	1.50	\$950.00	\$1,425.00
KN	10/21/2025	Review status; prepare signed Agreement; draft notice; file and serve supplemental notice; serve LWDA	1.00	\$950.00	\$950.00
GG	10/23/2025	Reviewed email from VR re notice of ruling and pulling orders from ROA, searched case anywhere, searched ROA, and Lexis. Downloaded, saved, and circulated orders.	0.40	\$250.00	\$100.00
GG	10/23/2025	Reviewed email from VR re Notice re filing settlement agreement, searched LA court docket, downloaded, saved and circulated filed notice.	0.20	\$250.00	\$50.00
GG	10/24/2025	Searched ROA re status of upcoming case review hearing, confirmed hearing date and time, updated events email.	0.10	\$250.00	\$25.00
PM	10/30/2025	Review docket and status of settlement agreement and preliminary approval order.	0.50	\$750.00	\$375.00
KN	11/10/2025	Review status; download and review Court's order and ruling; memo to Admin with documents and instructions; analysis of next steps	0.50	\$950.00	\$475.00
AR	11/20/2025	Receive and review order; draft follow up	0.30	\$550.00	\$165.00

		correspondence.			
KN	11/21/2025	Review Amended Ruling; review order; email Admin	0.40	\$950.00	\$380.00
KN	12/03/2025	Review Admin email; review timeline and formatted notice; respond to Admin	0.50	\$950.00	\$475.00
KN	12/27/2025	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
CJ	01/05/2026	Analyze status of settlement, review prior orders, correspond with Plaintiff	0.50	\$550.00	\$275.00
KN	01/11/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	01/24/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
AR	01/26/2026	Multiple correspondence with client regarding status.	0.30	\$550.00	\$165.00
KN	02/08/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	02/14/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
KN	02/28/2026	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
AR	03/10/2026	Receive and review notice from opposing counsel; multiple correspondence with client regarding dismissal of labor board claims.	0.50	\$550.00	\$275.00
AR	03/11/2026	Receive and review correspondence from client; multiple correspondence with ND regarding the same.	0.30	\$550.00	\$165.00
AR	03/11/2026	Draft dismissal request to labor commissioner's office; multiple correspondence with client regarding the same.	0.50	\$550.00	\$275.00
PM	03/27/2026	Review settlement agreement, tentative rulings re preliminary approval, order granting preliminary approval order; review revisions to settlement agreement and procedural status of settlement agreement process; draft notice of motion re motion for final approval.	2.75	\$750.00	\$2,062.50
PM	03/30/2026	Draft memorandum in support of final approval motion; review TPA draft declaration.	4.00	\$750.00	\$3,000.00
KN	03/30/2026	Review and revise motion; review and revise Admin declaration; memo to staff; email Admin with revisions to decl draft; Email to Defendant with draft motion	2.30	\$950.00	\$2,185.00
AR	03/30/2026	Teleconference with PM regarding final approval; review file and submit documents.	0.50	\$550.00	\$275.00
AR	03/30/2026	Multiple correspondence with client regarding dismissal of claims.	0.30	\$550.00	\$165.00

PM	04/03/2026	Review revisions to final approval motion; draft declaration in support of final approval.	2.00	\$750.00	\$1,500.00
KN	04/06/2026	Review and revise draft declaration	1.00	\$950.00	\$950.00
KN	04/06/2026	Review and revise motion; finalize proposed order; finalize motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	187.05
				Services Subtotal	\$135,927.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/12/2024	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	07/16/2024	KNOX filing and Messenger Service	1.00	\$163.45	\$163.45
Expense	07/16/2024	One Legal/Court Fees	1.00	\$19.71	\$19.71
Expense	07/17/2024	One Legal/Court Fees	1.00	\$51.48	\$51.48
Expense	09/04/2024	Document retrieval fee.	1.00	\$3.00	\$3.00
Expense	09/09/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.71	\$19.71
Expense	09/13/2024	Mediation Fees - Momentum ADR	1.00	\$9,250.00	\$9,250.00
Expense	09/16/2024	One Legal filing fee	1.00	\$19.25	\$19.25
Expense	10/10/2024	One Legal/Court Fees	1.00	\$469.94	\$469.94
Expense	11/05/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$43.06	\$43.06
Expense	12/06/2024	Case Anywhere Fees.	1.00	\$147.24	\$147.24
Expense	03/05/2025	Case Anywhere Fees	1.00	\$147.00	\$147.00
Expense	04/04/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/15/2025	Berger Consulting Fee	1.00	\$6,225.00	\$6,225.00
Expense	05/02/2025	Case Anywhere Fee	1.00	\$55.00	\$55.00
Expense	06/02/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	07/01/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	07/11/2025	One Legal/Court Fees	1.00	\$45.12	\$45.12
Expense	07/17/2025	One legal filing charge - motion	1.00	\$86.42	\$86.42
Expense	07/17/2025	One legal delivery charge	1.00	\$87.76	\$87.76

Expense	07/17/2025	One legal delivery charge	1.00	\$61.95	\$61.95
Expense	07/17/2025	Obe legal filing charge	1.00	\$23.44	\$23.44
Expense	07/17/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	08/07/2025	Case Anywhere Fee	1.00	\$109.00	\$109.00
Expense	09/02/2025	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	10/01/2025	Case Anywhere Fee	1.00	\$49.00	\$49.00
Expense	10/02/2025	court filing via One Legal	1.00	\$33.76	\$33.76
Expense	10/06/2025	One legal filing charge	1.00	\$23.44	\$23.44
Expense	10/06/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	10/22/2025	One legal filing charge	1.00	\$23.44	\$23.44
Expense	10/23/2025	download documents from docket	1.00	\$9.80	\$9.80
Expense	11/03/2025	Case Anywhere Fees	1.00	\$73.00	\$73.00
Expense	01/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	02/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	03/02/2026	Case Anywhere Fees	1.00	\$49.00	\$49.00
Expense	04/06/2026	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$17,829.17	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Nicholas De Blouw	38.6	\$850.00	\$32,810.00
Ricardo Ehmann	16.4	\$675.00	\$11,070.00
Charlotte James	8.0	\$550.00	\$4,400.00
Piya Mukherjee	18.75	\$750.00	\$14,062.50
Kyle Nordrehaug	35.8	\$950.00	\$34,010.00
Victoria Rivapalacio	13.2	\$750.00	\$9,900.00
Andrew Ronan	18.1	\$550.00	\$9,955.00
Gerardo Galaviz	9.6	\$250.00	\$2,400.00
Quantity Total			187.05

Subtotal \$153,756.67
Total \$153,756.67

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/06/2026	\$153,756.67	\$0.00	\$153,756.67
Outstanding Balance				\$153,756.67
Total Amount Outstanding				\$153,756.67

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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

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

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

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PABLO GODOY, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

GEORGICA PINE CLOTHIERS, LLC., a
Limited Liability Company; and DOES 1 through
50, inclusive,

Defendants.

Case No. 24STCV12684

**DECLARATION OF PABLO GODOY
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 7, 2025

Hearing Time: 10:00 a.m.

Judge: Hon. Elaine Lu

Dept: SS-9

Action Filed: May 20, 2024

Trial Date: Not set

1 I, Pablo Godoy, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I worked as an Assistant Manager for Defendant Georgica Pine
10 Clothiers, LLC (“Defendant” or “Georgica Pine”) in California and during that time period, I
11 was classified by Georgica Pine as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action, LLC, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative because
23 I felt that my legal rights as an employee and others like me were violated. For example, I
24 received non-discretionary compensation from time to time, such as bonuses, but these payments
25 during certain pay periods when I worked overtime were not factored into my regular rate. I was
26 underpaid overtime as a result. As another example, I often did not receive compliant meal and
27

1 rest breaks which were late, interrupted or missed entirely. I also did not receive all the meal and
2 rest break premiums I was entitled to and when I did receive premium payments they were often
3 an incorrect amount. Additionally, I was required to use my personal cellular phone for company
4 business without reimbursement by Georgica Pine. I was also required to work off the clock at
5 times, after hours for example, but I was not paid any wages for this time I worked for the
6 company.
7

8 6. I spoke to my attorneys several times and discussed how Georgica Pine implemented its
9 company policies and procedures. I also assisted my attorneys in their investigation into my
10 claims by providing them documents and answering their questions. I reviewed the complaint
11 before it was filed and after it was filed I was given access to an electronic file sharing program
12 that alerted me via email when important documents were filed so that I could review them and
13 keep up with the developments in the case which I understood was one of my duties as a class
14 representative. I was in contact with my attorneys to answer questions and help assist them. I
15 would also contact my attorneys from time to time if I had any questions about the case.
16

17 7. Even though this action is in the process of settling, I was and remain prepared to
18 perform all the duties of a class representative. I understand that as a class representative I have
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
21 benefit of the class members and surrender any right to compromise the group action for an
22 individual gain.
23

24 8. I understood that being a plaintiff/class representative in this case meant that I was
25 seeking damages not only for myself but also other current and/or former non-exempt employees
26 working for Georgica Pine in California who make up the class. I felt that these individuals were
27

1 not aware of their labor law rights and even if they were they would probably be apprehensive
2 about speaking up or even simply because of the time, effort and risk involved in filing a class
3 action lawsuit.

4 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
5 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
6 or part of the attorney fees and costs paid by Georgica Pine to defend this lawsuit. Also, I knew
7 there was a risk that future employers, if they ever find out about this lawsuit, could hold it
8 against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would
9 not be difficult for a future employer to become aware that I sued my employer for labor law
10 violations. Ultimately, I decided these risks were worth it and decided to fight for my rights and
11 the rights of others regardless of the risks, time and effort I spent on this case.
12

13 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up
14 to date on important developments by reviewing court filings that were made available to me
15 electronically as I described above.
16

17 11. A mediation took place on March 26, 2025, with Tagore Subramaniam, a well-respected
18 and experienced mediator of wage and hour class actions. After the mediation the parties were
19 able to reach an agreement to settle the action. I communicated with my attorneys regarding the
20 terms of the settlement which was reached between the parties and understood that I was
21 representing absent class members and therefore wanted the best possible result to be obtained
22 for the class members and I believe a very positive result was in fact achieved via settlement. I
23 reviewed and signed the Memorandum of Understanding on April 13, 2025, and when the final
24 settlement papers were ready, I closely reviewed the Class Action and PAGA Action Settlement
25 Agreement, which I signed on July 16, 2025.
26

1 12. I have been actively involved with this lawsuit performing the duties described above.
2 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
3 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
4 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
5 up until this point. I believe I have been diligent and have done what is expected of a named
6 plaintiff and a proposed class representative to date and will continue to do so. I have and always
7 will maintain the best interest of the class members.
8

9 13. My attorneys explained to me that the settlement process involves a two-step review by
10 the Court to determine whether the settlement is fair before approving the settlement. I know
11 this process also involves notifying all class members of the settlement terms and of their rights
12 to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.
14

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. In light of all the time and effort I have spent on this case, the risk I undertook by suing
24 my employer, the exposure to being responsible for paying Georgica Pine's costs in the event we
25 did not win the case, the reputational risk that future employers may hold this lawsuit against me,
26 and in light of the size of the settlement, I believe the request for \$10,000 as a Class
27

1 Representative service payment is fair and reasonable.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.
4

5 Executed on 07/17/2025, at Los Angeles, California.
6 (city, state)

7
8 
Pablo Godoy (Jul 17, 2025 08:43 PDT)
9 Pablo Godoy