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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

RUSTIN FOX, GABRIELE SANTI, and
PATRICK BURK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CRISIS24, INC., a Corporation; CRISIS24
PROTECTIVE SOLUTIONS, LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV418864

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

Hearing Date: October 23, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 7, 2023
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of the Plaintiffs' unopposed motion by
8 for preliminary approval of the proposed class action settlement with Defendants Crisis24, Inc. and
9 Crisis24 Protective Solutions, LP ("Defendants"), which motion seeks entry of an order: (1)
10 preliminarily approving the proposed settlement of this class action; (2) for settlement purposes
11 only, conditionally certifying the Class, which is comprised of "all individuals who are or previously
12 were (a) employed by Defendants in the State of California at any time during the Class Period, and
13 (b) classified as non-exempt (i.e., hourly) employees"; (3) provisionally appointing Plaintiffs as the
14 representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De
15 Blouw LLP and Danny Yadidsion and Noël Harlow of Labor Law PC as Class Counsel for the
16 Class; (5) approving the form and method for providing notice to the Class of the proposed
17 settlement; (6) directing that notice of the proposed settlement be given to the Class; (7) appointing
18 Apex Class Action as the Administrator; and (8) scheduling a final approval hearing date for March
19 19, 2025 to consider the Plaintiffs' motion for final approval of the settlement and for approval of
20 attorneys' fees, expenses and the service awards. Plaintiffs and Defendants have reached a full and
21 final settlement of the above-captioned action, which is set forth in the Class Action and PAGA
22 Settlement Agreement (the "Agreement") filed concurrently with the Court. Attached hereto as
23 Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
24 ("Agreement") along with exhibits thereto. The form of the Agreement is based upon the Los
25 Angeles County Superior Court model form for a class and PAGA settlement. This Declaration
26 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
27 the same meaning as set forth in the Agreement.

1
2 Fairness of Settlement

3 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
4 Two Hundred Fifty Thousand Dollars and zero cents (\$1,250,000.00) to be paid by Defendants, as
5 set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action
6 between the Parties and will be made in full and final settlement of the released claims. The Gross
7 Settlement Amount includes all payments of Individual Class Payments to the Participating Class
8 Members, the Administration Expenses Payment to the Administrator, the Class Counsel Fees
9 Payment and Class Counsel Litigation Expenses Payment to Class Counsel, the Class Representative
10 Service Payments to Plaintiffs, and the PAGA Penalties payment to the California Labor and
11 Workforce Development Agency (the "LWDA") and the Aggrieved Employees. The Gross
12 Settlement Amount does not include the employer's share of payroll taxes, which will be separately
13 paid by Defendants. The Settlement is all-in with no reversion to Defendants and no need for Class
14 Members to submit claim forms. The following is a table of the key financial terms of the Settlement
15 and the proposed deductions:

16 **\$1,250,000** (Gross Settlement Amount)

- 17 - \$30,000 (Plaintiffs' proposed service awards not to exceed \$10,000 each)
18 - \$30,000 (Class Counsel Litigation Expenses - not to exceed amount)
19 - \$416,666 (Class Counsel Fees Payment - not to exceed one-third of settlement)
20 - \$50,000 (PAGA Penalties - 75% to LWDA / 25% to Aggrieved Employees)
21 - \$14,000 (Administration Expenses Payment - not to exceed amount)

22 **\$709,334** (Net Settlement Amount)

23 4. The relief provided in the Settlement will benefit all members of the Class. The
24 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
25 Payments to the Class Members are all determined under a neutral methodology. Each Participating
26 Class Member will receive the same opportunity to participate in and receive payment through a
27 neutral formula that is based upon the Workweeks worked by that individual.
28

1 5. On March 26, 2024, the Parties participated in an all-day mediation session presided
2 over by Tripper Ortman, Esq., a respected and experienced mediator of wage and hour class actions.
3 In preparation for the mediation, Defendants provided Class Counsel with necessary information,
4 including the Class payroll and timekeeping data. Plaintiffs analyzed the data with the assistance of a
5 damages expert, Berger Consulting, and prepared and submitted a mediation brief and damage
6 valuation to the Mediator. Following the all-day mediation, the Parties agreed to the Settlement,
7 which was memorialized in the form of a Memorandum of Understanding. The final terms of the
8 Settlement were negotiated and set forth in the Agreement now presented for this Court's approval.
9 Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

10 6. Based upon 624 Class Members who collectively worked 40,000 Workweeks
11 (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$2,003 per Class Member
12 and \$31 per Workweek, and the Net Settlement Amount provides an average recovery of \$1,136.75
13 per Class Member and \$17.73 per Workweek. The calculations to compensate for the amount due
14 to the Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert,
15 Berger Consulting, in advance of mediation. Class Counsel analyzed the data for putative class
16 members and determined the potential maximum damages for the class claims. To prepare the
17 damage calculations, the expert used the average hourly rate of \$38.82 which was based on the pay
18 data. For the Class, the maximum potential damages for alleged off-the-clock work was \$2,247,298,
19 based upon 1 hour per workweek at a blend of 7.3% base rate of pay and 92.7% at overtime, The
20 maximum potential damages for alleged meal period violations were estimated to be \$4,923,854
21 based upon a 95% violation rate observed in the time records. The time punch records reflect a meal
22 break violation rate of 95.3% of all shifts (13,817 violations out of 14,730 shifts analyzed). No meal
23 break premiums were found in the pay data. The 13,817 meal break violations include 418 late (after
24 5th hour), 13,275 missed (for shifts greater than 5 hours), 106 short (under 30 minutes), and 4,770
25 missed 2nd meal breaks (for shifts greater than 10 hours). The maximum potential damages for
26 alleged rest period violations were estimated to be \$5,195,758 based upon a 100% violation rate for
27 shifts worked by the Class. The use of a 100% violation rate for rest period violations overstates the
28

1 possible damages because Class Members would have received some rest breaks. The maximum
2 potential damages for the alleged failure to reimburse business expenses were calculated to be
3 \$54,985 based upon \$5 per month. In total, the damages for the Class were calculated to have a
4 maximum potential total value of \$12,421,895. In addition, Plaintiff calculated that the maximum
5 value of the potential waiting time penalties were \$3,305,601 if applied to all 284 terminated
6 employees. Waiting Time Penalties are calculated assuming 284 terminated employees x 9.3 hours
7 per day x 30 days x the average rate of pay. The maximum value of the potential wage statement
8 penalties were between \$464,500 and \$2,090,900, depending on the predicate violation.¹ Wage
9 Statement Penalties are calculated at \$50 for the initial violation and \$100 for each subsequent
10 violation with a max of \$4,000 per employee. Defendants vigorously disputed Plaintiffs' calculations
11 and exposure theories. Consequently, the Gross Settlement Amount represents more than 10% of
12 Plaintiffs' calculation of the potential maximum damages at issue for the Class in this case, assuming
13 these amounts could all be proven in full at trial.² Importantly, the recent decision that good faith
14 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
15 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even
16 if wages were owed to the class. The maximum calculations should then be realistically risk rated in
17 consideration for both the risk of class certification and the risk of establishing class-wide liability on
18 all claims. Given the amount of the Settlement as compared to the potential value of the claims, the
19 Settlement is most certainly fair and reasonable.

21
22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendants, including but not limited to, a good-faith dispute defense as to whether any
25 premium wages for meal or rest periods or other wages were owed given Defendants' position that
26 Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186
27 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and
28 employee have a good faith dispute as to whether and when the wages were due.").

26 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the
27 PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the
28 Decl. Nordrehaug at ¶ 33.

1 Procedural History of the Litigation

2 7. On May 30, 2023, Plaintiffs Rustin Fox and Gabriele Santi filed with the LWDA and
3 served on Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code
4 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
5 violations. On July 27, 2023, Plaintiff Patrick Burk filed with the LWDA and served on Defendant a
6 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
7 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. A true and
8 correct copy of the Plaintiffs' PAGA Notices are attached hereto as Exhibit #3.

9 8. The Actions -

10 a. **Burk Lawsuit:** On June 20, 2023, plaintiff Patrick Burk commenced an
11 action by filing a complaint against Defendants in the Superior Court of California, County of Los
12 Angeles ("Burk Lawsuit"). The Burk Lawsuit asserted class claims against Defendants for: (1)
13 failure to pay wages for all hours worked under California Labor Code §§ 1194 and 1197; (2) failure
14 to pay overtime wages under California Labor Code §§ 510 and 1194; (3) failure to provide required
15 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (4) failure to provide required rest
16 periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide timely and accurate
17 itemized wage statements in violation of California Labor Code § 226; (6) failure to pay all
18 compensation due upon discharge (California Lab. Code §§ 201, 202, and 203); and, (7) unfair
19 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq. On July 24, 2023, Defendants
20 removed the Burk Lawsuit to the Central District of California. On October 30, 2023, plaintiff
21 Patrick Burk filed a First Amended Complaint in the Burk Lawsuit adding a cause of action for
22 violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

23 b. **Fox-Santi Class Lawsuit:** On July 7, 2023, Plaintiffs Rustin Fox and Gabriele
24 Santi commenced an action by filing a complaint against Defendants in the Superior Court of the
25 State of California, County of Santa Clara ("Fox-Santi Class Lawsuit"). The Fox-Santi Class
26 Lawsuit asserted class claims against Defendants for: (1) unfair competition in violation of Cal. Bus
27 & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor
28

1 Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor
2 Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor
3 Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code
4 §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of California
5 Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation of
6 California Labor Code § 226; (8) failure to provide wages when due in violation of California Labor
7 Code §§ 201, 202 and 203; and (9) failure to pay sick pay wages in violation of California Labor
8 Code §§ 201-204, 233, and 246.³ On August 11, 2023, Plaintiff Ortega filed a Representative
9 Action Complaint against Defendant in the Superior Court of the State of California, County of San
10 Mateo, asserting a single cause of action for violation of the Private Attorney General Act, Cal.
11 Labor Code §§ 2698, et seq. ("PAGA"), Case No. 23-CIV-03767 (hereinafter "Ortega PAGA
12 Action") predicated upon the same Labor Code violations alleged in the Ortega Class Action.

13 c. **Fox-Santi PAGA Lawsuit:** On October 3, 2023, plaintiffs Rustin Fox and
14 Gabriele Santi commenced an action by filing a complaint against Defendants in the Superior Court
15 of California, County of San Francisco ("Fox-Santi PAGA Lawsuit"). This complaint asserted a
16 cause of action seeking Civil Penalties pursuant to California Labor Code § 2699, et seq. for
17 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246,
18 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
19 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14)
20 (Failure to Provide Seating), and the applicable Wage Order(s).

21 9. As part of this Settlement, the Parties stipulated to the filing of a First Amended
22 Complaint in the Fox-Santi Class Lawsuit. The First Amended Complaint in the Fox-Santi Class
23 Lawsuit (the "Operative Complaint") adds the plaintiffs and causes of action alleged in the Burk
24 Lawsuit and Fox-Santi PAGA Lawsuit. On July 31, 2024, the Court granted the stipulation, and the

25
26 ³ The Fox-Santi Class Lawsuit also alleged individual (non-class) claims for violation of the
27 California Fair Employment and Housing Act ("FEHA") by engaging in discrimination and
28 retaliation, failure to provide reasonable accommodation in violation of Cal. Gov. Code § 12940(m);
and, wrongful termination of Plaintiffs Fox and Santi in violation of Public Policy.

1 Operative Complaint was filed on July 31, 2024. Defendant denies the allegations in the Operative
2 Complaint, denies any failure to comply with the laws identified in the Operative Complaint and
3 denies any and all liability for the causes of action alleged.

4 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
5 including production of documents, class data, and other information, allowing for the full and
6 complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal
7 discovery, which included the production and analysis of hundreds of pages of documents. The
8 information for mediation obtained by Plaintiffs included: (1) data concerning the composition of the
9 Class; (2) payroll data for the Class and a sampling time punch data for the Class which covered 114
10 employees and 14,730 shifts; (3) Defendants' wage and hour policies and job descriptions; (4) the
11 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As
12 such, Class Counsel received the data and information for the Class, which was sufficient for
13 Plaintiffs' expert to prepare the valuations of the claims for the Class.

14 11. Class Counsel has extensive experience in litigating wage and hour class actions in
15 California. The Parties have vigorously litigated the Actions since inception. During the course of
16 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
17 Defendants have engaged in substantial research and investigation in connection with the Actions.
18 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
19 and utilized an expert to perform an analysis of the data and valuation of the claims.

20 12. Plaintiffs and Defendants agreed to discuss resolution of the Action through a
21 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
22 documents and information in connection with the Action. On March 26, 2024, the Parties
23 participated in an all-day mediation presided over by Tripper Ortman, a respected and experienced
24 mediator of wage and hour class actions. Following the mediation, each side, represented by its
25 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
26 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of
27 the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
28

1 contentious.

2 13. Although a settlement has been reached, Defendants denies any liability or
3 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
4 any purpose other than settlement, the Actions are appropriate for class and/or representative
5 treatment. Defendants contend, among other things, that they have properly compensated the Class
6 Members and complied at all times with the California Labor Code, applicable Wage Order, and all
7 other laws and regulations. Further, Defendants contend that class certification is inappropriate for
8 any reason other than for settlement. Plaintiffs contend that Defendants violated California wage and
9 hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the
10 basis that the claims meet the requisites for class certification. Without admitting that class
11 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
12 purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement purposes is
13 not an admission that class certification is proper. Further, the Agreement is not admissible in this or
14 any other proceeding as evidence that the Class could be certified absent a settlement. Solely for
15 purposes of settling the Actions, the Parties stipulate and agree that the requisites for establishing
16 class certification with respect to the Class are satisfied.

17 14. Class Counsel has conducted a thorough investigation into the facts of the class
18 action. Over the course of more than a year, Class Counsel diligently evaluated the Class Members'
19 claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided
20 Class Counsel with access to necessary documents and information for the Class. In addition, Class
21 Counsel has previously negotiated settlements with other employers in actions involving nearly
22 identical issues and analogous defenses. Based on the informal discovery and their own independent
23 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendants
24 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
25 the Class in light of all known facts and circumstances, including the risk of significant delay, the risk
26 that the claims would not be allowed to proceed on a class or representative basis, the defenses
27 asserted by Defendants, and potential appellate issues.

1
2 Settlement Terms and Plan of Allocation

3 15. The Gross Settlement Amount is One Million Two Hundred Fifty Thousand Dollars
4 (\$1,250,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists
5 of the following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the
6 LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation
7 Expenses Payment; (iv) the Class Representative Service Payments; and (v) the Administration
8 Expenses Payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include
9 Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be
10 all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

11 16. Within fourteen (14) days of the Effective Date, Defendants shall deposit the Gross
12 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
13 Class Payments to Participating Class Members along with the other Court-approved distributions
14 shall be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross
15 Settlement Amount. (Agreement at ¶ 5.1.)

16 17. The amount remaining in the Gross Settlement Amount after the deduction of
17 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
18 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
19 Expenses Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall
20 be allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶
21 1.28 and 3.2(e).) From the Net Settlement Amount, the Individual Class Payment for each
22 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total
23 number of Workweeks worked by all Participating Class Members during the Class Period and (b)
24 multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).)
25 The Class Notice sent to each Class Member will reflect their respective number of Workweeks.
26 Workweeks will be calculated based on Defendants' records; however, Class Members will have the
27 right to challenge their number of Workweeks.
28

1 18. Class Members may choose to opt out of the Settlement by following the directions in
2 the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
3 deemed Participating Class Members and will be bound by the Settlement and will be entitled to
4 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) Because the PAGA statute does not
5 have an opt-out mechanism, all Aggrieved Employees, including any who submit an opt-out request,
6 will receive an Individual PAGA Payment and will release the Released PAGA Claims. (Agreement
7 at ¶¶ 6.3 and 8.5(d)) Finally, the Class Notice will advise the Class Members who do not opt out of
8 their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and
9 8.7, Ex. A.)

10 19. Participating Class Members must cash the check for their Individual Class Payment
11 (and, if applicable, Individual PAGA Payment) within 180 days after checks are mailed. (Agreement
12 at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds
13 represented by such checks will be allocated to a Court-approved nonprofit organization or
14 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The
15 Parties agree to propose Children's Advocacy Institute and Legal Aid at Work as the Cy Pres
16 Recipients of this Settlement to each receive 50% of the uncashed funds. (Agreement at ¶ 5.4.)

17 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
18 administer the settlement in this action (the "Administrator"). (Agreement at ¶ 1.2.) The
19 Administrator will be paid for settlement administration in an amount not to exceed \$14,000.
20 (Agreement at ¶ 3.2(c).) A Declaration from Apex Class Action setting forth its qualifications,
21 experience and its estimate for administration is submitted herewith.

22 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
23 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.
24 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel
25 Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(b).) Subject
26 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs
27 as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

1 22. Subject to Court approval, Fifty Thousand Dollars (\$50,000) will be paid from the
2 Gross Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California
3 Labor Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.*
4 Pursuant to the operative version of Labor Code § 2699(i), the PAGA Penalties payment shall be
5 allocated as follows: 75% (\$37,500) shall be allocated to the LWDA as its share of the civil penalties
6 and 25% (\$12,500) allocated to the Aggrieved Employees and distributed as Individual PAGA
7 Payments based on the number of their respective PAGA Pay Periods.⁴ (Agreement at ¶ 3.2(d).) As
8 set forth in the accompanying proof of service, the LWDA has been served with this motion and the
9 Agreement.

10
11 Risks of Continued Litigation and Standards for Approval

12 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate
13 and trying this Action against Defendants and then litigating a possible appeal that could take several
14 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
15 especially in complex class actions such as this Action. Class Counsel is also mindful of and
16 recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the
17 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
18 Settlement set forth in the Agreement is in the best interest of the Class Members.

19 24. Here, a number of defenses asserted by Defendants present serious threats to the
20 claims of the Plaintiffs and the other Class Members. Defendants maintain that their practices
21 complied with all applicable wage and hour laws. Defendants maintain that all Class Members' work
22 time was properly recorded and compensated. Defendants contend that their meal and rest period
23 policies and practices provide Class Members with meal and rest periods. As to expense
24 reimbursement, Defendants maintain that they did not fail to provide reimbursement for necessary
25

26 ⁴ Labor Code §2699 was recently amended, but the amendments "apply to a civil action brought
27 on or after June 19, 2024", and so the 75/25 allocation reflects the pre-amendment requirements
28 applicable to this action filed before June 19, 2024.

1 business expenses because, among other things, the alleged expenses were convenient and voluntary,
2 and therefore not were required expenses giving rise to reimbursement. Defendants could argue that
3 the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v.*
4 *Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th
5 85 (2021), weakened Plaintiffs' claims in terms of liability and value, and preclude claims from
6 proceeding on a class or representative basis. Defendants also maintain that a good faith dispute and
7 absence of willfulness would negate the claims for waiting time penalties and/or failure to provide
8 accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th
9 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
10 complete and accurate wage statement in compliance with the requirements of section 226, then it
11 has not knowingly and intentionally failed to comply with the wage statement law.") If successful,
12 Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
13 Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have
14 merit and therefore present a serious risk to recovery by the Class.

15 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would be
16 unable to obtain class certification and thereby not recover on behalf of any employees other than
17 themselves. Defendants argued that the individual experience of each putative class member varied
18 with respect to the claims, which would preclude the claims from proceeding on a class basis. For
19 instance, Plaintiffs' meal and rest period claims would require individualized inquiries into whether
20 each employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are
21 aware of other cases where class certification of similar claims was denied. See e.g. *Cacho v.*
22 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Defendants
23 also argued that the existence of arbitration agreements, which were signed by a substantial number
24 of Class Members, would bar and/or limit class certification. Finally, even if class certification was
25 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
26 *National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
27 wide recovery even where a class has been certified. While other cases have approved class
28

1 certification of wage and hour claims, class certification in this Action would have been hotly
2 disputed and was by no means a foregone conclusion.

3 26. This settlement is therefore certainly entitled to preliminary approval. Were this
4 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
5 things, that wages were owed on a class-wide basis. This was and is a substantial risk. This
6 Settlement provides a recovery to all non-exempt employees of the Defendants, which is a result that
7 would not be possible if liability was not imposed on a class-wide basis.

8 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
9 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
10 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel. The
11 concurrently filed declarations of the Plaintiffs are presented herewith in support of the request. For
12 purposes of this preliminary approval stage, the not to exceed amount is well within the accepted
13 range of awards for purposes of preliminary approval, subject to the Court's final determination of
14 the amount at final approval. *See, e.g., Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
15 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each
16 are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D.
17 Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
18 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
19 was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct.
20 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass*
21 *v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
22 overtime class action and a pool of \$100,000 in enhancements). Below, I provide a long list of
23 similar Court-approved service awards.

24 28. The stage of the proceedings at which the Settlement was reached also militates in
25 favor of preliminary approval and, ultimately, final approval of the Settlement. Class Counsel has
26 conducted a thorough investigation into the facts of the class action. Class Counsel began
27 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
28 investigation of the claims and conducted a review and analysis of the relevant documents and data.

1 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
2 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
3 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
4 the likelihood of success on the merits and the results that could be obtained through further
5 litigation.

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

14
15 Class Certification Issues

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

20 All individuals who are or previously were (a) employed by Defendants in the State of
21 California at any time during the Class Period, and (b) classified as non-exempt (i.e.,
hourly) employees.

22 (Agreement at ¶ 1.5.)

23 The “Class Period” is from July 1, 2021 to June 26, 2024. (Agreement at ¶ 1.13.)

24 a. **Ascertainability And Numerosity** - Here, Plaintiffs assert that the 624
25 individuals who comprise the Class can be identified based on Defendants’ records and are
26 sufficiently numerous for class certification.

27 b. **Predominance of Common Issues Of Law and Fact** - Plaintiffs contend
28 that common questions of law and fact are present, and specifically the common questions of

1 whether Defendants' practices were lawful, whether Class members were lawfully compensated for
2 all hours worked, whether the Defendants failed to provide all legally required meal and rest periods
3 to Class Members, whether Defendants failed to provide required expense reimbursement, and
4 whether Class Members are entitled to damages and penalties as a result of these alleged practices.
5 Plaintiffs contend that certification of this Class is appropriate because Defendants allegedly engaged
6 in uniform practices with respect to the Class Members. As a result, these common questions of
7 liability could be answered on a class wide basis.

8 c. **Typicality** - In the Action, Plaintiffs contend that there can be little doubt
9 that the typicality requirement is satisfied. Plaintiffs each worked for Defendant as a non-exempt
10 employee during the Class Period. Plaintiffs contend that, like every other member of the Class, they
11 were subjected to the same practices and policies of Defendants and are subject to the same defenses.
12 Thus, Plaintiffs assert that the claims of Plaintiffs and the Class Members arise from the same course
13 of conduct by the Defendants, involve the same employment policies and practices of Defendants,
14 and are based on the same legal theories.

15 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
16 represented here because Plaintiffs and Class Counsel (a) do not have any conflicts of interest with
17 other Class members, and (b) will prosecute the case vigorously on behalf of the Class. First,
18 Plaintiffs are well aware of their duties as the representatives of the Class and have actively
19 participated in the prosecution of this case to date. Plaintiffs effectively communicated with counsel,
20 provided documents to counsel, and participated in the investigation and negotiations in the Action.
21 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
22 who have no conflicts Third, there is no antagonism between the interests of the Plaintiffs and those
23 of the Class. Both Plaintiffs and the Class Members seek monetary relief under the same set of facts
24 and legal theories.

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

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

25 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
26 respective counsel and to be approved by the Court, is based upon the Los Angeles County Superior
27 Court’s model form and includes all relevant information. (See Exhibit “A” to the Agreement.) The
28 Class Notice Packet will include a Spanish translation. (Agreement at ¶ 1.1.1.) The Class Notice will

1 include, among other information: (i) information regarding the Action; (ii) the impact on the rights
2 of the Class Members if they do not opt out, including a description of the applicable release; (iii)
3 information to the Class Members regarding how to opt out and how to object to the Settlement; (iv)
4 the Class Member's individual workweeks and estimated Individual Class Payment (and, if
5 applicable, Individual PAGA Payment) and how to dispute the number of workweeks; (iii) the
6 amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiffs' service award
7 request; and (vi) the anticipated expenses of the Administrator. The Class Notice will also contains a
8 link to a website maintained by the Administrator with pertinent information and documents related
9 to this matter. The Class Notice will state that the Class Members shall have sixty (60) days from the
10 date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out), and
11 that the Response Deadline shall be extended 14 days in the event of a re-mailing. (Agreement at ¶¶
12 1.42, 8.5(a).) Class Members shall be given the opportunity to object to the Settlement and/or
13 requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement
14 at ¶ 8.7.) The Class Notice also provides contact information for Class Counsel to answer
15 questions about appearing at the Final Approval Hearing, and it provides links to the Court's website
16 with instructions for accessing the hearing. Class Members who do not submit a timely and proper
17 request to opt out will automatically receive a payment of their Individual Class Payment (and, if
18 applicable, their Individual PAGA Payment). This notice program was designed to meaningfully
19 reach the Class Members and it advises them of all pertinent information concerning the Settlement.
20

21 33. The PAGA Claim -

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

1 to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary
2 consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in
3 isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair,
4 reasonable and adequate, with primary consideration for the interests of absent class members."
5 (LWDA Response at p.4).

6 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
7 value of the alleged PAGA claim as to the Aggrieved Employees for civil penalties to be between
8 \$1,005,400 and \$2,010,800 for a single violation in every one of the estimated 20,108 pay periods at
9 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
10 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
11 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
12 rate per pay period but without stacking.⁵ The PAGA allocation in the Settlement is \$50,000. This
13 allocation is justified by several important considerations. First, the PAGA claim was subject to the
14 same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
15 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could also
16 argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one
17 Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
18 potential that some or all of the PAGA penalties sought may not be awarded. Second, in *Carrington*
19 *v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court affirmed a judgment which only provided
20 for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded could be
21 significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the PAGA claim. Even
22 if we assume that violations for all 20,108 pay periods were established, using the valuation from
23 *Carrington* results in a potential recovery of only \$100,540 under PAGA. This means that the
24

25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$741,150 and \$1,482,300 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Notably, the new amendment to
PAGA would seem to prohibit stacking in many circumstances.

1 PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery.
2 Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the
3 LWDA in *O'Connor v. Uber*.

4 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
5 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
6 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
7 approximately 4% of the total settlement value to resolve the PAGA claims applicable to the class is
8 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
9 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
10 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
11 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
12 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
13 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
14 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
15 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
16 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
17 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
18 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
19 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
20 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
21 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
22 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
23 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
24 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
26 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
27 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
28 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,

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

19
20 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
21 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
22 reasonable, and at the time of final approval, my firm will present lodestar to further support the
23 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal
24 to one-third of the common fund in Court-approved wage and hour class settlements. Some of the
25 class action awards obtained by Class Counsel in similar employment actions throughout the state
26 bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
27 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
28 Superior Court, Case No. JCCP 4919), Judge Carolyn Kuhl awarded Class Counsel a one-third fee

1 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases*
2 (San Mateo Superior Court, Case No. JCCP 4945), Judge Marie Weiner awarded Class Counsel a
3 one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir*
4 *Health*, (Contra Costa Superior Court Case No. MSC18-00307), Judge Edward Weil awarded Class
5 Counsel a one-third fee award in a wage and hour class settlement. On December 18, 2019, in
6 *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235), Judge
7 William Highberger awarded Class Counsel a one-third fee award in a wage and hour class
8 settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior
9 Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-third award in a
10 wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara
11 Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class Counsel a one-third fee
12 award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine*
13 *Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842), Judge Christopher
14 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
15 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
16 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
17 September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles Superior Court Case No.
18 JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee award in a wage and hour
19 class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior
20 Court Case No. JCCP4837), Judge David Cunningham awarded a one-third fee award in a wage and
21 hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles
22 Superior Court Case No. JCCP5004), Judge Maren Nelson awarded a one-third fee award in a wage
23 and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
24 Superior Court Case No. CGC-20-587665), Judge Richard Ulmer awarded a one-third fee award in
25 a wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises*
26 *Inc.*, (United States District Court, Central District of California Case No.
27 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third fee award in a wage
28 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los

1 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
2 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
3 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
4 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
5 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
6 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
7 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
8 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
9 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
10 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
11 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
12 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
13 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
14 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
15 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
16 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
17 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
18 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
19 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
20 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
21 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
22 award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare*
23 (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded
24 a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v.*
25 *Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge
26 William Claster approved a one-third fee award in a wage and hour class action. On October 16,
27 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061)
28 Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On

1 November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.
2 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
3 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County
4 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a
5 wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center*
6 (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a
7 one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the
8 common fund is therefore reasonable in light of the fees that have been awarded in other similar
9 cases.

10
11 35. Class Representative Service Payment - The reasonableness of the requested service
12 award is also established by reference to the amounts that other California courts have found to be
13 reasonable in wage and hour class action settlements since 2010: *Zamora v. Balboa Life &*
14 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
15 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
16 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
17 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
18 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
19 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
20 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
21 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
22 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
23 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
24 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
25 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
26 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
27 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
28 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County

1 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
2 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
3 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
4 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
5 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
6 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
7 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
8 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
9 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
10 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
11 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
12 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
13 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
14 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
15 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
16 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
17 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
18 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
19 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
20 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
21 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
22 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
23 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
24 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
25 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
26 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II,*
27 Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service
28 award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No.

1 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

2
3 36. Potentially Related Other Actions - I am unaware of any other related cases pending
4 against Defendants which would be impacted by this settlement. (Agreement at ¶ 2.11.) I have
5 search the LWDA database, which does not show any other pending PAGA actions with respect to
6 Defendants other than the Plaintiffs' PAGA Notices.

7
8 37. Administration - The estimate from Apex Class Action is was selected, as it provided
9 for a capped estimate of \$12,500 to perform settlement administration for a class of 700, with any
10 difference between the actual expenses and the budget of \$14,000 to be retained in the Net
11 Settlement Amount for distribution to the Class. Submitted herewith is a true and correct copy of
12 the Declaration of Sean Hartranft from Apex Class Action, which includes their estimate for
13 administration along with the other issues required by paragraph 7.2 of the Agreement. I have used
14 Apex Class Action successfully as the administrator in more than ten class settlements in the last
15 couple years and know them to be competent and experienced. My firm has no relationship or
16 connection with Apex Class Action , and thus no conflict of interest exists.

17
18 Service on the LWDA:

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

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct. Executed this 26th day of September, 2024, at La Jolla, California.

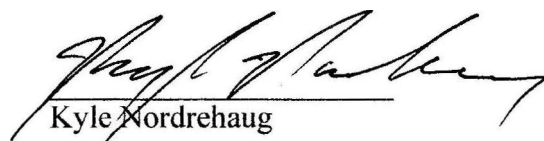
25
26 
27 Kyle Nordrehaug
28

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk (“Plaintiffs”) and defendants Crisis24, Inc. and Crisis24 Protective Solutions, LP (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means the lawsuit alleging wage and hour violations against Defendants captioned *Patrick Burk v. Crisis24, Inc., et al.*, Case No. 2:23-cv-05929, initiated on July 20, 2023, and pending in Central District of California; the lawsuit alleging wage and hour violations against Defendants captioned *Fox, et al. v. Crisis24 Protective Solutions, LP, et al.*, Case No. 23CV418864, initiated on July 7, 2023, and pending in the Superior Court of California, County of Santa Clara; and the lawsuit alleging wage and hour violations against Defendants captioned *Fox, et al. v. Crisis24 Protective Solutions, LP, et al.*, Case No. CGC-23-609447, initiated on October 2, 2023, and pending in the Superior Court of California, County of San Francisco.
- 1.2. “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were (a) employed by Defendants in the State of California at any time during the Class Period, and (b) classified as non-exempt (i.e., hourly) employees.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Danny Yadidsion and Noël Harlow of Labor Law PC.
- 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 Defendants’ 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 July 1, 2021 to the earlier of June 26, 2024, or the date of Preliminary Approval.
- 1.14. “Class Representatives” means Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by Plaintiffs Fox and Santi.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.

- 1.17. “Defendants” means Crisis24, Inc. and Crisis24 Protective Solutions, LP.
- 1.18. “Defense Counsel means Malcolm A. Heinicke and Joseph D. Lee of Munger, Tolles & Olson 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) the day after the deadline for filing a notice of appeal from the Judgment, if no appeal is filed; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Two Hundred Fifty Thousand Dollars and zero cents (\$1,250,000.00) which is the total amount to be paid by Defendants 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, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Defendants.
- 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 so 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 Payments, 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” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from July 29, 2022 to the earlier of June 26, 2024, or the date of Preliminary Approval.
- 1.33. “PAGA Notices” means Rustin Fox and Gabriele Santi’s May 30, 2023 letter to Defendants and the LWDA and Patrick Burk’s July 27, 2023 letter to Defendants 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 in settlement of PAGA claims and totaling fifty thousand dollars (\$50,000), allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500).
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Patrick Burk, Rustin Fox and Gabriele Santi, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The Released Class Claims shall specifically include all claims for the following alleged California Labor Code violations, including claims under Labor Code sections 201 to 204, 210, 218, 221, 223, 226, 226.2, 226.7, 227.3, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, and 2802 and the following claims: (i) failure to provide meal periods, including claims under Labor Code section 226.7; (ii) failure to provide rest periods, including claims under Labor Code section 226.7; (iii) any associated failure to pay regular wages, minimum wages, overtime wages, or premiums for meal periods or rest breaks; (iv) failure to pay any and all regular or premium wages, as defined in California Labor code section 200, including claims for regular, vacation or premium wages and any claims relating to calculation of overtime due for employees with multiple regular rates during a particular pay period; (v) failure to pay minimum wages; (vi) failure to pay all wages due to discharged or quitting employees, including vacation or PTO claimed to have accrued or otherwise be due; (vii) failure to furnish accurate itemized wage statements; (viii) failure to pay timely pay wages during employment; (ix) failure to reimburse for necessary expenses, including without limitation expenses relating to personal phones and uniforms; (x) failure to pay any wages or premiums at the correct regular rate of pay, including as a result of incentive compensation or bonuses (xii) failure to pay sick wages at the correct regular rate of pay.

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 Notices, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period. The Released PAGA claims include any claims accruing during the PAGA Period for alleged violations of California Labor Code sections 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 204 et seq., 210, 216, 218, 221, 223, 225.5, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 227.3, 233, 246, 256, 510, 512, 558, 558(a)(1)(2), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Wage Order 4-2001 section 14, and the applicable wage orders. The released PAGA claims include any claims for PAGA penalties based on any of the foregoing claims (i.e., claims listed in (i) through (xii) in Section 1.39, above) or that were pled or could have been pled based on the facts alleged in the Operative Complaint and PAGA Notices that

occurred during the PAGA Period, as well as any claim for failure to provide suitable seating.

- 1.40. “Released Parties” means: Defendants and any of their predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Garda USA Inc.), and all of their and those entities’ current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.
- 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 date the Administrator first mails the 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 Actions 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 Defendants as a non-exempt employee for at least one day.

2. RECITALS

- 2.1. On June 20, 2023, plaintiff Patrick Burk commenced an action by filing a complaint against Defendants in the Superior Court of California, County of Los Angeles (“Burk Lawsuit”). This complaint alleged claims that Defendant:
- (a) Failed to pay wages for all hours worked (California Lab. Code §§ 1194 and 1197);
 - (b) Failed to pay overtime wages (California Lab. Code §§ 510 and 1194);
 - (c) Failed to provide meal periods (California Lab. Code §§ 512 and 226.7);
 - (d) Failed to provide rest periods (California Lab. Code § 226.7);
 - (e) Failed to furnish timely and accurate wage statements (California Lab. Code § 226);
 - (f) Failed to pay all compensation due upon discharge (California Lab. Code §§ 201, 202, and 203); and,
 - (g) Violated California Business and Professions Code § 17200 et seq.;

- 2.2. On July 24, 2023, Defendants removed the Burk Lawsuit to the Central District of

California.

2.3. On October 30, 2023, plaintiff Patrick Burk filed a First Amended Complaint in the Burk Lawsuit adding a cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.4. On July 7, 2023, plaintiffs Rustin Fox and Gabriele Santi commenced an action by filing a complaint against Defendants in the Superior Court of the State of California, County of Santa Clara (“Fox-Santi Class Lawsuit”). This complaint alleged 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 reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246;
- (j) Violated the California Fair Employment and Housing Act (“FEHA”) by engaging in discrimination and retaliation;
- (k) Failed to provide reasonable accommodation in violation of Cal. Gov. Code § 12940(m); and,
- (l) Wrongfully terminated plaintiffs Fox and Santi in violation of Public Policy.

2.5. On October 3, 2023, plaintiffs Rustin Fox and Gabriele Santi commenced an action by filing a complaint against Defendants in the Superior Court of California, County of San Francisco (“Fox-Santi PAGA Lawsuit”). This complaint asserted a cause of action seeking Civil Penalties pursuant to California Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

- 2.6. On March 26, 2024, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Actions, which agreement was memorialized in the form of a Memorandum of Understanding. Pursuant to the Memorandum of Understanding, plaintiffs Rustin Fox and Gabriele Santi executed individual agreements that provide for a general release of any individual claims against Defendants. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties, but this Agreement does not supersede, replace, or affect the separate executed individual agreements between plaintiffs Fox and Santi and Defendants.
- 2.7. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129–30 (“*Dunk/Kullar*”).
- 2.8. On July 26, 2024, the Parties filed a Stipulation for Leave to File a First Amended Complaint in the Fox-Santi Class Lawsuit. The First Amended Complaint in the Fox-Santi Class Lawsuit (the “Operative Complaint”) adds the plaintiffs and causes of action alleged in the Burk Lawsuit and Fox-Santi PAGA Lawsuit. On July 31, 2024, the Court granted the stipulation, and the Operative Complaint was filed on July 31, 2024.
- 2.9. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.10. 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 Defendants that the claims in the Actions of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions 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, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions. Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Lawsuits, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding as, evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Failure of the court to approve the Settlement shall render the Settlement void, and the

Parties shall return to litigation in the Lawsuits as if this Agreement had not been reached. Without limiting the generality of the foregoing, in the event of such further litigation both sides fully preserve their contentions with respect to whether the Actions can properly proceed on a class or representative basis, and Defendants will not be deemed, by entry into this Agreement, to have waived or limited any defense to class, collective, or representative action treatment. Neither this Agreement nor any resulting court order(s) approving the Settlement shall have any collateral estoppel or other preclusive effect against Defendants, and it shall not in any way establish any liability against Defendants. Plaintiffs and their counsel agree that there shall be no such effect and that they shall not contend otherwise. Notwithstanding the foregoing, (i) this Agreement may be used in any proceeding in the court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any court orders or judgments entered in connection therewith, and (ii) Defendants may introduce the Settlement as a defense in the event of other or further litigation that seeks to assert any of the claims released by this Agreement.

- 2.11. 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, Defendants promise to pay One Million Two Hundred Fifty Thousand Dollars and zero cents (\$1,250,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this Settlement, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by Defendants to the Administrator. Under no circumstances, except as provided by Paragraph 9, shall Defendants be obligated by this Agreement to pay any more than the sum of the Gross Settlement Amount and any applicable employer-side payroll taxes. Defendants have 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than ten thousand dollars and zero cents (\$10,000.00) each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member or an Aggrieved Employee). Defendants will not oppose Plaintiffs' request for the Class

Representative Service Payments that do not exceed this amount, which Plaintiffs will include as part of the Motions for Preliminary and Final Approval. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Class Representative Service Payments.

- (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 four hundred sixteen thousand, six hundred sixty-six dollars and sixty-seven cents (\$416,666.67), and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will include in the Motions for Preliminary and Final Approval a request for Class Counsel Fees Payment and Class Litigation Expenses Payment. 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 for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments as between Nordrehaug Bhowmik De Blouw LLP and Labor Law PC. The payment of the Class Counsel Fees Payment shall be made as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Labor Law PC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses, and Class Counsel shall provide a report to the Administrator as to the allocation of such expenses between the two law firms, at least 7 days prior to any due date for payment of such expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$14,000 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 \$14,000, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 shall be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the

LWDA PAGA Payment and 25% (\$12,500) 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 (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment, and will hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. 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 wages (the "Wage Portion"). The Wage Portions (a) shall be subject to required withholdings and deductions, and so the net amounts payable will be less than the gross amounts; and (b) shall be reported in the year of payment as wage income to the Class Members on a Form W-2 or analogous 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: (a) shall not be subject to withholdings and deductions, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of payment as non-wage income to the Participating Claimants on a Form 1099 or analogous form. Other than as set forth above, the Administrator will not, unless otherwise required by law, make any deductions, withholdings or additional payments from the Individual Class Payment of any Participating Class Member, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings. Any amount paid to Participating Class Member shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided by Defendants. Participating Class Members assume

full responsibility and liability for any employee taxes owed on their Individual Class Payment, and will hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement.

- 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 allocate amounts that would have been paid to Non-Participating Class Members to the Net Settlement Amount for distribution to Participating Class Members.

3.3. In addition plaintiffs Rustin Fox and Gabriele Santi are separately settling their individual claims as alleged in the Operative Complaint (causes of action ten through thirteen) ("Individual Claims of Fox and Santi"). Defendants' payment for the settlement of the Individual Claims of Fox and Santi is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records as of the date of the mediation, Defendants represented that the Class consists of 624 Class Members who collectively worked a total of approximately 40,000 Workweeks and that only 10,000 workweeks were worked by employees not covered by an arbitration agreement. Based on these records as of the date of the mediation, Defendants also represented that there are 536 Aggrieved Employees who worked a total of 20,108 PAGA Pay Periods. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide Class Counsel with an updated number of Workweeks in the Class Period and PAGA Pay Periods in the PAGA Period.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and the Court's preliminary approval order shall expressly authorize and direct Defendants to provide such data to the Administrator. 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. Defendants have 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' 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 21 days after Defendants fund 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 Payments.
- 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 a 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 a 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 mailing to the affected individual, the Administrator will also send the individual a notice via email and/or U.S. Mail 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.
- 5.3. The Administrator must conduct a Class Member Address Search for all 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, if requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit

organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties agree to propose Children’s Advocacy Institute and Legal Aid at Work as the Cy Pres Recipients of this Settlement to each receive 50% of the uncashed funds. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipients.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants 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 Defendants fully fund the Gross Settlement Amount and fund all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees, the State of California, and the LWDA will release claims against all Released Parties as follows:

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

(a) Plaintiff Rustin Fox and Gabriele Santi’s Waiver of Rights Under Civil Code Section 1542. For purposes of their release, plaintiffs Rustin Fox and Gabriele Santi certify that they have read the provisions of Section 154 of the California Civil Code, and expressly and unconditionally waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 against the Released Parties. Said section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the

release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Thus, notwithstanding the provisions of Section 1542 or any provision of law with a comparable effect, and for the purpose of implementing a full and complete release and discharge, Plaintiffs Rustin Fox and Gabriele Santi expressly acknowledge that this Agreement is intended to include in its effect, without limitation, claims and causes of action which they do not know of or suspects to exist in their favor at the time of execution hereof and that this Agreement contemplates extinguishment of all such claims and causes of action, with the exception of (i) obligations created by this Agreement; (ii) any workers' compensation benefits; (iii) any right to a future medical award; (iv) claims separately settled as described in paragraph 6.1(b) below; (v) any other rights or claims that, under applicable federal, state or local law, cannot be waived or released by private agreement. In furtherance of the Parties' intent, the release in this Agreement shall remain in full and complete effect notwithstanding the discovery or existence of any additional, contrary, or different facts.

- (b) Individual Claims of Rustin Fox and Gabriele Santi. Plaintiffs Rustin Fox and Gabriele Santi represent they have claims against Defendants other than the Class claims and PAGA claims. These other claims are for discrimination and retaliation in violation of FEHA and failure to provide reasonable accommodation with respect to plaintiff Gabriele Santi, and for failure to provide reasonable accommodation, and wrongful termination in violation of Public Policy with respect to plaintiff Rustin Fox, which are all being separately settled. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the settlement of the Individual Claims of Fox and Santi is unrelated to and separate from the settlement of their Class claims and PAGA claims and is based on separate facts and claims.
- (c) Individual Claims of Patrick Burk. Plaintiff Patrick Burk represents that he has claims against Defendants other than the Class claims and PAGA claims. These other claims are for discrimination, retaliation, and failure to prevent discrimination in violation of FEHA, wrongful termination, and violations of California Business and Professions Code §17200 captioned *Patrick Burk v. Crisis24, Inc., et al.*, Case No. 24STCV09814, initiated on April 18, 2024 in Los Angeles Superior Court but removed and pending in Central District of California. Plaintiff Burk specifically does not release any of these individual claims against Defendants and these claims are unrelated to and separate from the settlement of his Class and PAGA claims and are based on separate facts and claims.

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 the Released Parties from the Released Class Claims.

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

7. **MOTION FOR PRELIMINARY APPROVAL.** Class Counsel shall draft and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions. Class Counsel shall provide a draft of such motion to Defense Counsel 10 days in advance of filing to provide opportunity to comment.

7.1. Defendants’ Responsibilities. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide Class Counsel with an updated number of Workweeks in the Class Period and PAGA Pay Periods in the PAGA Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (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)), and 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. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 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 . The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and 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 submit written objections or a Requests for Exclusion not later than 14 days after receipt of Class Notice, or the deadlines 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) from 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,

containing the information specified in the Class Notice, 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 merely 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, and the Administrator's determination as to the challenges, to Defense Counsel and Class Counsel but shall redact information identifying the Class Member on the copy provided to Class Counsel.

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 of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names of Class Members who have

submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid) with identifying information of the Class Members redacted on the copy sent to Class Counsel. The Administrator shall also email Class Counsel and Defense Counsel the number of Class Members who submitted timely Requests for Exclusion and the number of Class Members who submitted invalid Requests for Exclusion.

- (c) 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 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (d) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (e) 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, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard

hereto, not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants shall provide Class Counsel with an updated number of Workweeks in the Class Period. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., so that the Workweeks total more than 44,000 workweeks), Defendants, at their sole option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of total Workweeks exceed 44,000 , or (2) increase the Gross Settlement Amount equal to the percentage increase in the class size or number of workweeks above the 10% (i.e., if there was an 11% increase in the number of Class Member Workweeks during the Class Period, the Gross Settlement Amount would increase by 1%).

10. DEFENDANTS' 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, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio and have no force or effect whatsoever, and no Party will have any further obligation to perform under this Agreement; provided, however, that Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their 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, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 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 reflected 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Following the joint submission for court approval of the Motion for Preliminary Approval and thereafter, Plaintiffs and their counsel shall not publicize the Settlement via (a) press releases, (b) Internet postings that include the Defendants' names or the case name or number, or (c) communications with the media. This shall not prohibit Plaintiffs' counsel from discussing the Actions or any aspect of the Settlement with Plaintiffs or any Class Members or Aggrieved Employees, and shall not prohibit Plaintiffs' counsel from in any way disclosing their mere status as counsel in the Lawsuits or making objective and truthful reference to the Settlements and any attorneys' fee awards in any future pleading in another litigation. Nothing in this section will prevent Plaintiffs from providing information on allegedly unfair labor practices, or on labor disputes, to the National Labor Relations Board, or otherwise, to the extent protected by Section 7 of the National Labor Relations Act. Further, nothing in this Agreement prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the

Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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 Plaintiffs, Class Counsel, Defendants 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 Actions 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.
- 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

Danny Yadidsion
Noël Harlow
Labor Law PC
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Tel: (310) 494-6082
E-Mail: danny@LaborLawPC.com
Noel.harlow@LaborLawPC.com

To Defendants:

Malcolm A. Heinicke
Joseph D. Lee
Munger Tolles & Olson LLP
350 South Grand Ave., 50th Floor
Los Angeles, CA 90071
Tel.: (213) 683-9100
E-Mail: Malcolm.heinicke@mto.com
Joseph.lee@mto.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, 2024 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 Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09 / 23 / 2024



Plaintiff Patrick Burk

Dated: Sep 17, 2024



Rustin Fox (Sep 17, 2024 11:30 PDT)

Plaintiff Rustin Fox

Dated: Sep 12, 2024



Gabriele Santi (Sep 12, 2024 13:40 PDT)

Plaintiff Gabriele Santi

Dated: _____

[name]

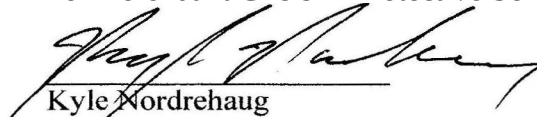
For Defendant Crisis24, Inc.

Dated: _____

[name]

For Defendant Crisis24 Protective Solutions, LP

Dated: 9/18/24

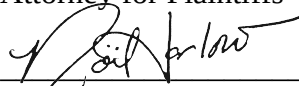


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiffs

Dated: 9/23/24



Noel Harlow

Labor Law PC

Attorney for Plaintiffs

Dated: _____

Joseph D. Lee

Munger Tolles & Olson LLP

Attorney for Defendants

Dated: _____

Plaintiff Patrick Burk

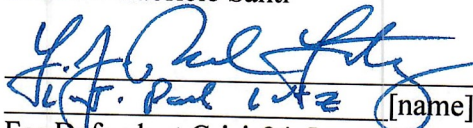
Dated: _____

Plaintiff Rustin Fox

Dated: _____

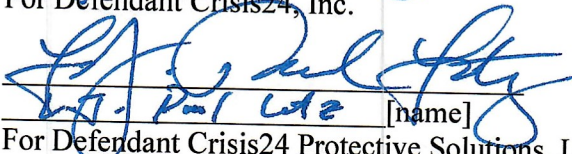
Plaintiff Gabriele Santi

Dated: 09-13-2024



[name]
For Defendant Crisis24, Inc.

Dated: 09-13-2024



[name]
For Defendant Crisis24 Protective Solutions, LP

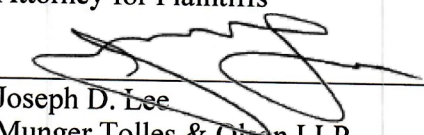
Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Noël Harlow
Labor Law PC
Attorney for Plaintiffs

Dated: 09-13-2024



Joseph D. Lee
Munger Tolles & Olson LLP
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Fox v. Crisis24, Inc., Superior Court of the State of California,
County of Santa Clara, Case No. 23CV418864***

***The Superior Court for the State of California authorized this Notice.
READ IT CAREFULLY!***

It is 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 employee class action lawsuits (“Actions”) against Defendants Crisis24, Inc. and Crisis24 Protective Solutions, LP (“Defendants”) for alleged wage and hour violations. The Actions were brought by Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk (“Plaintiffs”) and seek payment of wages and other relief for the Class of all individuals who are or previously were (a) employed by Defendants in the State of California at any time during the Class Period (July 1, 2021 through June 26, 2024), and (b) classified as non-exempt (i.e., hourly) employees (“Class Members”). The Actions also sought civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period, which is July 29, 2022, through June 26, 2024 (“Aggrieved Employees”).

Defendants strenuously deny Plaintiffs’ allegations and contend that Crisis24 has complied with all wage and hour requirements and the PAGA statute. Further, the court overseeing these lawsuits has not made any determination that the Plaintiffs’ claims are valid. Nevertheless, Crisis24 highly values its employees, and has chosen to resolve this matter and make payments to its employees instead of incurring further disruption and expense in this litigation. Crisis24 has not admitted to any liability by entering into this settlement.

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

Based on Defendants’ records, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding) and your share of the PAGA Penalties is estimated to be <<\$_____>>.** The actual amounts you receive likely will be different from the numbers in the previous sentence, depending on tax withholdings and other required deductions. (If no amount is stated for your share of the PAGA Penalties, then according to Defendants’ records you are not eligible for a share of the PAGA Penalties because you did not work for Defendants during the PAGA Period.)

The above estimates are based on Defendants' 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 than these figures, you can submit a challenge by the deadline date. See Section 5 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. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendants.

You will be deemed to have carefully read and understood this Notice, and your legal rights will be affected whether you act or do not act. You have three 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 a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert any claims for wages against Defendants that arose during the Class Period, as described 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. If you opt out of the Settlement, you will not receive an Individual Class Payment; however, you will preserve your right to personally pursue wage claims against Defendants that arose during the Class Period. If you are an Aggrieved Employee, you will remain eligible for a share of the PAGA Penalties, even if you opt out of the Class Settlement. You cannot opt out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. Instructions on how to object are provided below.

Defendants 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:	
Take No Action and Receive a Settlement Payment	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement ("Released Class Claims"), in addition to being subject to the release of the Released PAGA Claims. Additional information is set forth below.

You Can Opt Out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and you will not be able to object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment stated above and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
If You do not Opt Out of the Class Settlement, You Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable, provided that you do not opt out of the Class Settlement. 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 1:30 p.m., at the Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). 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 Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks during which you worked at least one day during the Class Period and how many pay periods during which you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you may challenge it by _____. See Section 5 of this Notice.
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1. Why did I get this Notice?

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

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

All individuals who are or previously were (a) employed by Defendants in the State of California at any time during the Class Period, and (b) classified as non-exempt (i.e., hourly) employees.

The “Class Period” is July 1, 2021 through June 26, 2024.

2. What is this class action lawsuit about?

On June 20, 2023, Plaintiff Patrick Burk filed a class action complaint against Defendant Crisis24 Protective Solutions, LP in the Superior Court of the State of California, County of Los Angeles (hereinafter “Burk Lawsuit”). Plaintiff Burk asserted the following class claims against Defendant: unfair competition, failure to pay wages for all hours worked, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, and failure to pay wages due upon discharge. On July 24, 2023, Defendant removed the Burk Lawsuit to a federal court, the Central District of California, where it is pending as Case No. 2:23-cv-05929. On October 30, 2023, plaintiff Patrick Burk filed a First Amended Complaint in the Burk Lawsuit adding a cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

On July 7, 2023, plaintiffs Rustin Fox and Gabriele Santi filed a class action complaint against Defendants in the Superior Court of the State of California, County of Santa Clara (“Fox-Santi Class Lawsuit”) which alleged similar class claims and included an additional class claim for failure to reimburse employees for required expenses. On October 3, 2023, plaintiffs Rustin Fox and Gabriele Santi filed a separate representative action for civil penalties under PAGA (“Fox-Santi PAGA Lawsuit”) in the Superior Court of the State of California, County of San Francisco.

The Settlement covers all the claims alleged by each of the Plaintiffs in the three lawsuits described above. In order to ensure that all claims and all parties are before a single court, Plaintiffs, as authorized by the Settlement, filed a First Amended Complaint in the Fox-Santi Class Lawsuit (the “Operative Complaint”) on July 31, 2024. The Operative Complaint added the plaintiffs and causes of action alleged in the Burk Lawsuit and Fox-Santi PAGA Lawsuit.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Labor Law PC. to serve as Class Counsel. The Court’s order granting preliminary approval to the Settlement, and any order granting Final Approval, will not include any finding of wrongdoing by Defendants or any failure to comply with California law.

In fact, Defendants strenuously deny that they have done anything wrong and dispute all the claims in the Actions. Specifically, Defendants contend that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law. In deciding to settle the Actions, Defendants have not acknowledged any wrongdoing. Defendants chose to settle the Actions to avoid additional expense, inconvenience, and interference with their business operations, and because they highly value their employees. Thus, both sides concluded that it is in their best interests and the interests of the Class to settle the Action now based on the terms summarized in this Class Notice. The Settlement was reached after mediation before a professional wage-and-hour mediator and is the product of arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel believe the settlement is in the best interest of all Class Members.

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay the amount of One Million Two Hundred Fifty Thousand Dollars and zero cents (\$1,250,000.00) (the “Gross Settlement Amount”) to fund the settlement of the Actions. The Gross Settlement Amount includes all payments of to Class Members, all penalties paid to the LWDA and Aggrieved Employees for civil penalties under PAGA, Service Payments of not more than \$10,000 to each of the three Class Representatives, and third party administration costs, as well as amounts for Plaintiffs’ attorneys’ fees and costs incurred in the Actions. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fully fund the Gross Settlement Amount no later than fourteen (14) days after the Effective Date. The Effective Date is 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) the day after the deadline for filing a notice of appeal from the Judgment, if no appeal is filed; or (b) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all payments required by the Settlement, including payments to Class Members and Aggrieved Employees.

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

- Administration Expenses Payment. Payment to the Administrator of the Settlement, estimated not to exceed \$14,000, for expenses of administration, including 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 \$416,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$30,000. Class Counsel have been prosecuting the Actions on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Class Counsel Fees Payment awarded shall be allocated 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Labor Law PC. The amounts stated in this paragraph are what Class Counsel will be requesting, and the final amounts to be paid will be decided by the Court at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000 to each of the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided by the Court at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs’ claim under PAGA, \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing \$12,500 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 Defendants in California for at least one day during the PAGA Period (July 29, 2022, through June 26, 2024).

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 the amounts of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, 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 \$_____. 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 for Defendants in California 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 Defendants’ 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 name or address has changed, you must contact the Administrator to inform them of your correct name or address to ensure you receive your payment. A change of address form is included with this Notice.

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest, and penalties (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. Any income and payroll taxes due on the Wage Portion will be the responsibility of Participating Class Members. Neither Class Counsel nor Defendants’ 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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 remitted to one or more non-profit charities as the Cy Pres Recipient pursuant to California Code of Civil Procedure section 384. The Parties have proposed Children's Advocacy Institute and Legal Aid at Work as the Cy Pres Recipients.

4. What Do I Release Under the Settlement?

The Settlement provides for the release (i.e., giving up) of both "Released Class Claims" and "Released PAGA Claims." Both are described immediately below.

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint, which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. The Released Class Claims shall specifically include all claims for the following alleged California Labor Code violations, including claims under Labor Code sections 201 to 204, 210, 218, 221, 223, 226, 226.2, 226.7, 227.3, 233, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, and 2802 and the following claims: (i) failure to provide meal periods, including claims under Labor Code section 226.7; (ii) failure to provide rest periods, including claims under Labor Code section 226.7; (iii) any associated failure to pay regular wages, minimum wages, overtime wages, or premiums for meal periods or rest breaks; (iv) failure to pay any and all regular or premium wages, as defined in California Labor code section 200, including claims for regular, vacation or premium wages and any claims relating to calculation of overtime due for employees with multiple regular rates during a particular pay period; (v) failure to pay minimum wages; (vi) failure to pay all wages due to discharged or quitting employees, including vacation or PTO claimed to have accrued or otherwise be due; (vii) failure to furnish accurate itemized wage statements; (viii) failure to pay timely pay wages during employment; (ix) failure to reimburse for necessary expenses, including without limitation expenses relating to personal phones and uniforms; (x) failure to pay any wages or premiums at the correct regular rate of pay, including as a result of incentive compensation or bonuses (xii) failure to pay sick wages at the correct regular rate of pay.

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 or claims against Defendants or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period. The Released PAGA claims include any claims accruing during the PAGA Period for alleged violations of California Labor Code sections 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 204 et seq., 210, 216, 218, 221, 223, 225.5, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 227.3, 233, 246, 256, 510, 512, 558, 558(a)(1)(2), 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, and California Code of Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), Wage Order 4-2001 section 14, and the applicable wage orders. The released PAGA claims include any claims for PAGA penalties based on any of the foregoing claims (i.e., claims listed in (i) through (xii) in Section 1.39, above) or that were pled or could have been pled based on the facts alleged in the Operative Complaint and PAGA Notices that occurred during the PAGA Period, as well as any claim for failure to provide suitable seating.

Released Parties. The Released Parties are: Defendants and any of their predecessors and successors, corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Garda USA Inc.), and all of their and those entities’ current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

5. How much will my payment be?

Defendants’ records reflect that you worked <<____>> Workweeks during the Class Period (July 1, 2021 through June 26, 2024).

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

[Defendants’ records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (July 29, 2022, through June 26, 2024). Based on this information, your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the number of Workweeks or PAGA Pay Periods set forth in this section “5,” you must submit a written, signed dispute along with supporting documents, to the Administrator 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]. Such dispute must be sent to the following address:

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include supporting documents or evidence and will be finally resolved by the Administrator.

6. How can I get a payment?

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

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

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, referred to as “opting out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. This is because the PAGA statute does not provide for an opt-out right or mechanism.

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 dispute 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 *Fox v. Crisis24, Inc.* lawsuit. The request to opt out should state the Class Member’s full name and current street address. Please include the name and number of the case, which is *Fox v. Crisis24, Inc.*, Case No. 23CV418864. The request to opt out must be completed and signed by you personally; 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 releases described above.

8. How do I Object to the Settlement?

Only Participating Class Members (i.e., Class Members who do not opt out) have the right to object to the Settlement.

A Participating Class Member who disagrees with any aspect of the Agreement, 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 dispute to _____ or email the dispute 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, *Fox v. Crisis24, Inc.*, Case No. 23CV418864, and include your name and current street address. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, or in addition to submitting a written objection, 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. Please see instructions in the following section for how you or your attorney can appear at the Final 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

Danny Yadidsion
Noël Harlow
Labor Law PC
100 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
Tel: (310) 494-6082
E-Mail: danny@LaborLawPC.com; Noel.harlow@LaborLawPC.com

COUNSEL FOR DEFENDANTS:

Malcolm A. Heinicke
Joseph D. Lee
Munger Tolles & Olson LLP
350 South Grand Ave., 50th Floor
Los Angeles, CA 90071
Tel.: (213) 683-9100
E-Mail: Malcolm.heinicke@mto.com
Joseph.lee@mto.com

In deciding whether to object, you are entitled to see further information about what the Parties are asking the Court to approve and the basis for such requests. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses and Service Awards stating (a) the amounts Class Counsel is requesting for attorneys' fees and litigation expenses; (b) the amount Plaintiffs are requesting as Class Representative Service Payments; and (c) the basis for such requested amounts. Upon 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 (i) on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Fox v. Crisis24, Inc.* or (ii) on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scscourt.org/>), by entering Case No. 23CV418864.

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30p.m. (Pacific Standard Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 161 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. 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 Plaintiffs. 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, or have an attorney appear on their behalf (at the Class Member's own cost).

Class Members and their attorneys may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at

https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is 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 *Fox v. Crisis24, Inc.* In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara (<https://traffic.scsccourt.org/>) and entering the Case No. 23CV418864. Before appearing at the Final Approval Hearing, you should confirm the date of the hearing by one of the means just described.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Fox v. Crisis24, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to the Administrator's website at _____; or Class Counsel's website at www.bamlawca.com under "Class Notices" for *Fox v. Crisis24, Inc.* You may also get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://traffic.scsccourt.org/>) and entering the Case No. 23CV418864. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Name or Address Changes** - To receive your check, you should immediately notify the Administrator if you change your name, move or otherwise change your mailing address. A change of address form is included with this Notice.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed by that date. The specific expiration date will be printed on the check you receive. The Administrator will pay all unclaimed funds (i.e., funds associated with all checks that are not cashed by the deadline) to **one or more** non-profit charities as the Cy Pres Recipient(s). The Parties have proposed Children's Advocacy Institute and Legal Aid at Work as the Cy Pres Recipients to each receive 50% of the unclaimed funds.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

Change of Name and/or Address Information Form

Pursuant to the class notice, I wish to change my name and/or mailing address information to the following:

Name:

Street and Apt. No., if any:

City, State and Zip Code:

For purposes of verification only, I began working at Crisis24 in

_____, _____.

(Month)

(Year)

I understand that all future correspondence in this action, including but not necessarily limited to important notices or payments to which I may be entitled, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Please be advised that further verification of this change of name or address may be sought by the Administrator, via mail or by telephone. Thus it is critical that you provide your current phone number below.

DATED: _____, 20____

Submitted by:

Print Name

Signature

Current Telephone Number

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

<Administrator>

Re: *Fox v. Crisis24, Inc.* Class Action Settlement

ADDRESS

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

RUSTIN FOX, GABRIELE SANTI, and
PATRICK BURK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CRISIS24, INC., a Corporation; CRISIS24
PROTECTIVE SOLUTIONS, LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **23CV418864**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 7, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Theordore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
3 Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk (“Plaintiffs”) for preliminary approval of
4 the class settlement with Defendants Crisis24, Inc. and Crisis24 Protective Solutions, LP
5 (“Defendants”). Defendants have stated their non-opposition to the motion. The Court, having
6 considered the briefs, argument of counsel and all matters presented to the Court and good cause
7 appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action
8 Settlement.

9 **IT IS HEREBY ORDERED:**

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

16 2. This Order incorporates by reference the definitions in the Agreement, and all
17 terms not otherwise defined in this Order shall have the same meaning as set forth in the
18 Agreement.

19 3. The Gross Settlement Amount is One Million Two Hundred Fifty Thousand
20 Dollars and zero cents (\$1,250,000.00). It appears to the Court on a preliminary basis that the
21 Settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
22 when balanced against the probable outcome of further litigation and the significant risks relating
23 to certification, liability and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that settlement at this time will avoid
26 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
27 presented by the further prosecution of the Action. It further appears that the Agreement has been

28 **PRELIMINARY APPROVAL ORDER**

1 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
2 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
3 probable outcome of further litigation and the significant risks relating to certification, liability,
4 and damages issues.

5 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Thirty
7 Thousand Dollars (\$30,000), and proposed Class Representative Service Payments to the Plaintiffs
8 in an amount not to exceed Ten Thousand Dollars (\$10,000) each. The Court will not approve the
9 amount of attorneys' fees and litigation expenses, nor the amount of any service award, until the
10 Final Approval Hearing. Plaintiffs will be required to present evidence supporting these requests
11 prior to final approval.

12 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
13 certification of a class for settlement purposes only. This stipulation will not be deemed
14 admissible in this or any other proceeding should this Settlement not become final. For settlement
15 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
16 previously were (a) employed by Defendants in the State of California at any time during the
17 Class Period, and (b) classified as non-exempt (i.e., hourly) employees." The Class Period is July
18 1, 2021 through June 26, 2024.

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

28 PRELIMINARY APPROVAL ORDER

controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate representatives of the Class.

7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Danny Yadidsion and Noël Harlow of Labor Law PC, as Class Counsel.

8. The Court hereby approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), attached as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement and the Class Members’ options including, inter alia, their options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member.

9. The Court hereby appoints Apex Class Action as Administrator for the Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendants shall provide to the Administrator an electronic spreadsheet with the Class Data. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant's express written authorization or by order of the Court. The Administrator will perform address updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class

PRELIMINARY APPROVAL ORDER

Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-class U.S. Mail.

10. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt-out of and be excluded from the Class as provided in the Class Notice by following the instructions set forth in the Class Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the Administrator initially mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other individual or individuals (including a group, class, or subclass of individuals) is not permitted and will be deemed invalid.

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

PRELIMINARY APPROVAL ORDER

12. A Final Approval Hearing shall be held before this Court on _____ at 1:30 p.m. in Department 19 at the of the Santa Clara County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of the Administrator. The motion for final approval of the class settlement and for award of attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing. Class Counsel shall provide drafts of these documents to Defense Counsel no later than seven (7) days before filing to provide Class Counsel and Defense Counsel an opportunity to expeditiously meet and confer in good faith to resolve any disagreements regarding the Motion for Final Approval.

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

PRELIMINARY APPROVAL ORDER

14. Plaintiffs are hereby ordered to give notice of the Settlement to the California Labor and Workforce Development Agency, as required by PAGA, and to promptly advise Defendants' counsel of such notice.

15. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that no claim in the Action could be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation or otherwise for any purpose.

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

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

IT IS SO ORDERED.

Dated: _____

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

RUSTIN FOX, GABRIELE SANTI, and
PATRICK BURK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

CRISIS24, INC., a Corporation; CRISIS24
PROTECTIVE SOLUTIONS, LP, a Limited
Partnership; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 23CV418864

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: July 7, 2023
Trial Date: Not set

1 The motion of Plaintiffs Rustin Fox, Gabriele Santi, and Patrick Burk (“Plaintiffs”) for an
2 order finally approving the class action settlement of this action between Plaintiffs and Defendants
3 Crisis24, Inc. and Crisis24 Protective Solutions, LP (“Defendants”) came on for hearing on
4 _____ before the Honorable Theodore C. Zayner. Defendants have stated their non-
5 opposition to the motion. The Court, having reviewed the motion, arguments of counsel and
6 evidence presented at the hearing, and otherwise being fully informed, hereby ORDERS that the
7 motion is GRANTED.

8 It is further ORDERED, ADJUDGED, and DECREED as follows:

9 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
10 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
11 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

12 2. The Court hereby adopts and incorporates by reference the terms and conditions
13 defined in the Class Action and PAGA Settlement Agreement (the “Agreement” or “Settlement”),
14 and all terms not otherwise defined in this Order and Judgment shall have the same meaning as set
15 forth in the Agreement.

16 3. This Court finds that it has jurisdiction over the subject matter of this litigation
17 pending before the California Superior Court for the County of Santa Clara, and over all Parties to
18 this litigation, including the Class.

19 4. On _____, Plaintiffs submitted the proper notice of the Settlement to the
20 California Labor and Workforce Development Agency (“LWDA”) prior to filing their motion for
21 approval of the Settlement.

22 5. Pursuant to Labor Code § 2698, *et seq.*, the Court also finds that the Settlement’s
23 resolution of the alleged PAGA claims furthers PAGA’s objectives. The PAGA Penalties amount
24 of \$50,000 is approved and shall be paid out of the Gross Settlement Amount, 75% of which shall
25 be allocated and paid to the LWDA and 25% of which shall be distributed to the Aggrieved
26 Employees as Individual PAGA Payments. The Administrator will calculate each Individual
27 PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
28

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1 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
2 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
3 PAGA Pay Periods. The Aggrieved Employees are all non-exempt employees who worked for
4 Defendants in the State of California at any time during the PAGA Period, which is July 29, 2022
5 through June 26, 2024.

6 6. All Aggrieved Employees will be sent their share of the PAGA Penalties and will
7 be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt
8 out of the Class Settlement. Because the PAGA statute does not allow Aggrieved Employees to
9 exclude themselves from the PAGA Settlement, the Aggrieved Employees are bound by the
10 Settlement, including the release of all Released PAGA Claims, regardless of whether they
11 negotiate their settlement check.

12 7. In compliance with the Preliminary Approval Order, the Class Notice was mailed
13 by first class mail to members of the Class at their last known addresses on or about
14 _____. Mailing of the Class Notice to members' last known addresses was the best
15 notice practicable under the circumstances and was reasonably calculated to communicate actual
16 notice of the litigation and the proposed settlement to the Class.

17 8. The Class Notice fully and accurately informed the Class Members of all material
18 elements of the proposed Settlement and the Class Members' options including, *inter alia*, their
19 options (i) to be excluded from the Class by submitting a written opt-out request, (ii) to be
20 represented by counsel of their choosing, and (iii) to object to the terms of the Settlement. The
21 Class Notice was valid, due, and sufficient notice to all Class Members, and complied fully with
22 the laws of the State of California, the United States Constitution, due process and other applicable
23 law. The Class Notice fairly and adequately described the Settlement and provided Class
24 Members with adequate instructions and means to obtain additional information.

25 9. A full opportunity has been afforded to the Class Members to participate in this
26 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
27 Members also have had a full and fair opportunity to exclude themselves from the proposed
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1 Settlement and Class. There was an adequate interval between notice and the deadline to permit
2 Class Members to choose what to do and act on their decision. Accordingly, the Court determines
3 that all Class Members who did not timely and properly submit a request for exclusion in
4 accordance with the Agreement are bound by the Settlement and this Final Approval Order and
5 Judgment.

6 10. The Court has considered all relevant factors for determining the fairness of the
7 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
8 particular, the Court finds that the Gross Settlement Amount of One Million Two Hundred Fifty
9 Thousand Dollars and zero cents (\$1,250,000.00) and the other terms set forth in the Agreement
10 are fair, reasonable, and adequate.

11 11. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
12 48 Cal.App.4th 1794, 1801 (1996). The Court finds that the Settlement was the result of arm's-
13 length bargaining between the Parties during an all-day mediation before Tripper Ortman, a
14 respected and experienced mediator of wage and hour class actions. There has been no collusion
15 between the Parties in reaching the proposed settlement. Plaintiffs' investigation and discovery
16 have been sufficient to allow the Court and counsel to act intelligently and to become familiar with
17 the strengths and weaknesses of the claims. Counsel for both Parties are experienced in similar
18 employment class action litigation. All counsel recommended approval of the Agreement. [There
19 were no objectors/the percentage of objectors and requests for exclusion is small. ____ objections
20 were received. _____ requests for exclusion were received].

21 12. The consideration to be given to the Class Members, the Aggrieved Employees,
22 and the LWDA under the terms of the Agreement, is fair, reasonable and adequate consideration
23 for the release of claims, given the uncertainties and significant risks of the litigation related to
24 certification, liability, and damages issues; the strengths and weaknesses of the claims; and the
25 delays which would ensue from continued prosecution of the action. In so finding, the Court has
26 considered all evidence presented, and the Parties have provided the Court with sufficient
27 information about the nature and magnitude of the claims being settled, as well as the
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1 impediments to recovery, to permit the Court to make an independent assessment of the
2 reasonableness of the terms to which the Parties have agreed.

3 13. The Court hereby grants final approval of the class settlement with respect to: All
4 individuals who are or previously were (a) employed by Defendants in the State of California at
5 any time during the Class Period, and (b) classified as non-exempt (i.e., hourly) employees. The
6 “Class Period” is July 1, 2021 through June 26, 2024. All persons who meet the foregoing
7 definition are members of the Class, except for those individuals who timely submitted a valid
8 request for exclusion (“opt out”) from the Class. The following Class Members were the only
9 Class Members who opted out of the Settlement: _____.

10 14. Plaintiffs are suitable Class Representatives and are hereby appointed the Class
11 Representatives for the Class. The Court finds that Plaintiffs’ investment and commitment to the
12 litigation and its outcome ensured adequate and zealous advocacy for the Class, and that their
13 interests are aligned with those of the Class.

14 15. The Agreement provides for Class Representative Service Payments of not more
15 than \$10,000 each to the Plaintiffs, subject to the Court’s approval. The Court hereby awards the
16 Class Representative Service Payments in the amount of \$_____each to the Plaintiffs and finds
17 that such Class Representative Service Payments are reasonable in light of the risks and burdens
18 undertaken by the Plaintiffs in the litigation, for their time and effort in bringing and prosecuting
19 this matter on behalf of the Class and the Aggrieved Employees, and for their execution of general
20 releases.

21 16. The Court finds that Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
22 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Danny Yadidsion and Noël
23 Harlow of Labor Law PC (“Class Counsel”) have the requisite qualifications, experience, and skill
24 to protect and advance the interests of the Class. The Court therefore finds that Class Counsel
25 satisfy the professional and ethical obligations attendant to the position of class counsel, and
26 hereby incorporates and affirms its Preliminary Approval Order appointing Class Counsel as
27 counsel for the Class.

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1 17. The Court hereby awards Class Counsel a Class Counsel Fees Payment in the
2 amount of \$_____ and a Class Counsel Litigation Expenses Payment in the amount of
3 \$_____. These amounts are reasonable, in light of the contingent nature of Class Counsel's
4 fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested
5 award has been supported by Class Counsel's lodestar and billing statement. Class Counsel shall
6 not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs, or
7 members of the Class.

8 18. The payment of \$_____ to the Administrator as the Administration
9 Expenses Payment is approved because this amount is reasonable in light of the work performed
10 by the Administrator. The Administrator shall calculate and administer the payments to be made
11 to the Participating Class Members, transmit payment for attorneys' fees and costs to Class
12 Counsel, transmit the Class Representative Service Payments to the Plaintiffs, distribute the
13 PAGA Penalties, issue any required tax reporting forms, calculate withholdings, and perform the
14 other remaining duties set forth in the Agreement.

15 19. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. This Final Approval
17 Order and Judgment shall be posted on the Administrator's and Class Counsel's websites as set
18 forth in the Class Notice. It shall not be necessary to send notice of entry of this Final Approval
19 Order and Judgment to individual Class Members. Plaintiffs shall serve this Final Approval Order
20 and Judgment on the LWDA.

21 20. Defendants shall fully fund the Gross Settlement Amount, and also fund the
22 amounts necessary to fully pay Defendants' share of payroll taxes in accordance with the
23 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
24 Date.

25 21. Within 21 days after Defendants fund the Gross Settlement Amount, the
26 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
27 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
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1 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
2 Payments.

3 22. Participating Class Members and Aggrieved Employees must cash their Individual
4 Class Payment checks within 180 days after issuance. If such checks are not cashed within 120
5 days after the initial mailing of the checks, the Administrator will send the affected Participating
6 Class Member and/or Aggrieved Employee a reminder notice stating that unless the check is
7 cashed in the next 60 days, it will expire and become non-negotiable and offer to replace the check
8 if it was lost or misplaced. All funds associated with check that remain uncashed by the expiration
9 of the 180 day period, and therefore become void, shall be paid 50% each to Children's Advocacy
10 Institute and Legal Aid at Work as the Cy Pres Recipients in accordance with California Code of
11 Civil Procedure section 384(b).

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

21 24. Neither this Judgment, Approval Motion, the Settlement, any document referred to
22 herein, any exhibit to any document referred to herein, any action taken to carry out the
23 Settlement, nor any negotiations or proceedings related to the Settlement shall have any collateral
24 estoppel or other preclusive effect against Defendants; provided, however, that Defendants and
25 any of the Released Parties can use the Agreement and this Final Approval Order and Judgment to
26 enforce the release and extinguishment of the Released Class Claims and Released PAGA Claims,
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1 including without limitation by way of defense to any claims that have been or may hereafter be
2 asserted in any lawsuit or other judicial, administrative, or arbitral proceeding.

3 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
4 Plaintiff, and all members of the Class, shall take nothing in the Action. Each party shall bear its
5 own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final
6 Approval Order and Judgment.

7 26. As of the Effective Date and upon full finding of the Gross Settlement Amount by
8 Defendant, all Participating Class Members, on behalf of themselves and their respective former
9 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
10 release the Released Parties from the Released Class Claims. The "Released Class Claims" are all
11 claims that were alleged, or reasonably could have been alleged based on the facts stated in the
12 Operative Complaint, which occurred during the Class Period. Except as expressly set forth in the
13 Agreement, Participating Class Members do not release any other claims, including claims for
14 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers' compensation, or claims based on
16 facts occurring outside the Class Period. The Released Class Claims shall specifically include all
17 claims for the following alleged California Labor Code violations, including claims under Labor
18 Code sections 201 to 204, 210, 218, 221, 223, 226, 226.2, 226.7, 227.3, 233, 246, 246.5, 510, 512,
19 1174, 1194, 1194.2, 1197, 1197.1, and 2802 and the following claims: (i) failure to provide meal
20 periods, including claims under Labor Code section 226.7; (ii) failure to provide rest periods,
21 including claims under Labor Code section 226.7; (iii) any associated failure to pay regular wages,
22 minimum wages, overtime wages, or premiums for meal periods or rest breaks; (iv) failure to pay
23 any and all regular or premium wages, as defined in California Labor code section 200, including
24 claims for regular, vacation or premium wages and any claims relating to calculation of overtime
25 due for employees with multiple regular rates during a particular pay period; (v) failure to pay
26 minimum wages; (vi) failure to pay all wages due to discharged or quitting employees, including
27 vacation or PTO claimed to have accrued or otherwise be due; (vii) failure to furnish accurate

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1 itemized wage statements; (viii) failure to pay timely pay wages during employment; (ix) failure to
2 reimburse for necessary expenses, including without limitation expenses relating to personal
3 phones and uniforms; (x) failure to pay any wages or premiums at the correct regular rate of pay,
4 including as a result of incentive compensation or bonuses (xii) failure to pay sick wages at the
5 correct regular rate of pay.

6 27. As of the Effective Date and upon full funding of the Gross Settlement Amount by
7 Defendant, all Aggrieved Employees, the State of California, and the LWDA are deemed to
8 release, on behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the
10 Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that
11 were alleged, or reasonably could have been alleged based on the facts stated in the Operative
12 Complaint and the PAGA Notices, which occurred during the PAGA Period. The Released
13 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
14 wrongful termination, discrimination, unemployment insurance, disability and worker’s
15 compensation, and claims outside of the PAGA Period. The Released PAGA claims include any
16 claims accruing during the PAGA Period for alleged violations of California Labor Code sections
17 201, 201.3, 201.5, 201.6, 201.7, 201.8, 201.9, 202, 203, 204 et seq., 210, 216, 218, 221, 223,
18 225.5, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 227.3, 233, 246, 256, 510, 512, 558, 558(a)(1)(2),
19 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699, 2802, and California Code of
20 Regulations, Title 8, Section 11040, Subdivisions 5(A)-(B), California Code of Regulations, Title
21 8, Section 11070(14), Wage Order 4-2001 section 14, and the applicable wage orders. The
22 Released PAGA Claims include any claims for PAGA penalties based on any of the foregoing
23 claims (i.e., claims listed in (i) through (xii) in paragraph 26, above) or that were pled or could
24 have been pled based on the facts alleged in the Operative Complaint and PAGA Notices that
25 occurred during the PAGA Period, as well as any claim for failure to provide suitable seating.

26 28. The Released Parties are: Defendants and any of their predecessors and successors,
27 corporate parents, corporate subsidiaries, corporate affiliates (including, without limitation, Garda
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1 USA Inc.), and all of their and those entities' current and former officers, owners, directors,
2 managing agents, members, shareholders, assigns, employees, agents, principals, heirs,
3 representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers.

4 29. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
5 Class Members who are hereby barred by the doctrine of res judicata from asserting any and all of
6 the Released Class Claims.

7 30. This Final Approval Order and Judgment shall be binding on Plaintiffs and all
8 Aggrieved Employees, the LWDA, and the State of California who are hereby barred by the
9 doctrine of res judicata from asserting any and all of the Released PAGA Claims. *See Arias v.*
10 *Superior Court*, 46 Cal. 4th 969, 986 (2009).

11 31. This document shall constitute a judgment under California Code of Civil
12 Procedure section 664.6 and California Rules of Court, Rule 7.69(h).

13 32. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
14 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
15 implement and enforce the Agreement and this Judgment.

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

17
18 Dated: _____

19 _____
20 HON. THEODORE C. ZAYNER
21 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 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)

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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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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

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

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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

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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; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; 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 County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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WRITERS EXT:
1004

May 30, 2023
CA2852

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Crisis24 Protective Solutions, LP
Certified Mail #9589071052700182372664
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD., Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Crisis24 Protective Solutions, LP in California, including any employees staffed with Crisis24 Protective Solutions, LP by a third party, and classified as non-exempt employees during the time period of May 30, 2022 until a date as determined by the Court. Our offices represent Plaintiffs Rustin Fox and Gabriele Santi (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Crisis24 Protective Solutions, LP (“Defendant”). Plaintiff Santi has been employed by Defendant in California since September of 2022. Plaintiff Fox was employed by Defendant from October of 2022 to January of 2023. Plaintiffs were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these

employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

Danny Yadidsion, Esq.
310-494-6082 | danny@laborlawpc.com

July 27, 2023

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Crisis24, Inc.
5400 South University Drive, Suite 402
Ft Lauderdale, FL, 33328-5314

RE: Patrick Burk v. Crisis24, Inc. and Crisis Protective Solutions, LP

To Whom It May Concern:

This office represents Patrick Burk (“Claimant”) who is employed by Crisis24, Inc. and related entities (“Respondents”). This letter is notice, and a request, pursuant to Labor Code § 2699.3 that your agency investigates the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we specifically request such notification to allow Claimant to file a civil action to pursue PAGA claims.

This action is brought on behalf of Claimant and similarly-situated non-exempt employees currently and formerly employed at all of Respondents’ locations in California (referred to herein as “similarly-situated employees”), to recover penalties for unlawfully withheld wages for overtime work, unpaid wages for all hours worked, waiting time penalties, unlawfully withheld wages for meal and rest period violations, payroll reporting violations, failure to pay wages, violation of other California laws, as well as other statutory penalties and damages owed to Claimant by Respondents.

Continuously during the year prior to the date of this notice, prior to that, and continuing through the pendency of this claim, Respondents did not pay Claimant and other similarly-situated employees overtime pay (one and a half times their hourly rate) for their work over 8 hours per day and 40 hours per week and double-time pay (two times their hourly rate) for their work over 12 hours per day, and also did not properly relieve Claimant and other similarly-situated employees for statutorily required thirty minute meal periods every five hours and ten minute rest periods every four hours and failed to provide the wages and premiums due for missed meal periods and rest periods on a daily basis.

Respondents have failed and continue to fail to pay Claimant and all similarly-situated employees: overtime pay *i.e.* time and a half for work in excess of eight hours a day and forty hours per week; double for work in excess of twelve hours a day; penalties due for the failure to provide meal and rest periods; and have failed to provide and continue to fail to provide Claimant with accurate, itemized wage statements reflecting actual wages, overtime, and meal/rest period premiums.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents’ locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Pay Wages

Respondents violated California Minimum Wage Order (MW-2014), Labor Code sections 1194, 201, 202, 203, 204, 226.2 by not paying Claimant’s agreed upon wage and minimum wage for hours worked after the finish

time of the workday. Labor Code section 1194 states that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suits. Labor Code section 1194.2 states that in any action under section 1194 to recover wages because of the payment of a wage less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully paid and interest thereon.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Waiting Time Penalties

Respondent violated Labor Code sections 201, 202, 203, and 204 and is subject to sections 218.5, and 218.6. Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code section 202 provides that if an employee quits, his or her wages become due not later than 72 hours thereafter or if an employee gives 72 hours previous notice of his or her intention to quit the employee's wages are due at the time of quitting. Labor Code section 203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of the wages, at the same rate, until such wages paid or an action commenced, but not more than 30 days. Labor Code section 204 provides that all wages earned by an employee are due and payable twice during a calendar month on days designated in advance as regular paydays by the employer. Labor Code section 218.5 provides that the court shall award attorneys' fees and costs to the prevailing party in an action for nonpayment of wages. Labor Code section 218.6 provides that in an action for nonpayment of wages, court shall award interest on all due and unpaid wages.

Respondent did not pay Claimant and all similarly-situated employees' wages due when Respondent terminated their employment or within 72 hours of when the similarly-situated employees resigned. Respondents willfully failed and refused, and continue to willfully refuse, to timely pay compensation and wages, including overtime pay; and payments for meal and rest periods not provided. As a result, Respondents are liable for the amount of wages due, interest, and waiting time penalties, any other statutory penalties, other damages, together with attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure To Pay Overtime Compensation

Respondents have violated Labor Code section 510 and are subject to Labor Code sections 1194 and other relevant Labor Code sections such as 226.7, 1194, 1194.2, 1194.3, 1197, 1198, and other pertinent sections of the Labor Code. Labor Code section 510 provides that any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee and any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. Labor Code section 1194 provides that any employee who receives less than the legal overtime compensation due said employee is entitled to recover in a civil action the full amount of the overtime compensation, interest on said compensation, and reasonable attorneys' fees and costs of suit.

Respondents have violated the Labor Code section by not paying Claimant and all similarly-situated employees rightfully earned overtime pay for their working more than 8 and 12 hours per day and more than 40 hours per week on a daily and weekly basis. As a result of Respondents' failure to pay Claimant's rightfully earned overtime pay, Respondents are liable for all back overtime pay, waiting time penalties, and any other penalties imposed by the Labor Code which include but are not limited to, interest, and attorneys' fees and costs.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Provide Meal and Rest Periods

Respondents violated Labor Code section 226.7 and 226.2 by not providing Claimant with a legally required ten-minute rest period during each four-hour segment of work. Respondents further violated Labor Code sections 226.7 and 512 by not providing Claimant with a meal period of not less than 30 minutes for each work period of more than five hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours day.

Respondents are liable to Claimant for one hour of additional pay at the regular rate of compensation for each workday that the required rest periods were not provided and one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code sections 558 and 2698 in the amount of \$50.00 for each pay period during which Claimant was not provided required rest and meal periods for the initial violation; and \$100.00 for each pay period during which Claimant was not provided required rest and meal periods for each subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

Failure to Furnish Accurate Wage Statements

Labor Code § 226 (a) requires employers to furnish each employee with an accurate statement, which includes but is not limited to, gross wages earned, the total numbers of hours worked, and the net wages earned. Labor Code § 226 (e) provides that if an employer fails to provide a statement complying with § 226 (a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the initial violation and \$100.00 for each subsequent violation, up to \$4,000.00 Respondents failed to furnish and continue to intentionally furnish Claimant and all similarly-situated employees with timely, itemized statements that meet the requirements of Labor Code § 226 (a) because those statements failed to include an accurate itemization of the employees' meal/rest breaks, hours worked, wages paid, including wages due for work after the finish of the workday, and overtime rates.

Respondents are therefore liable for civil penalties pursuant to Labor Code sections 226.2, 226.3 and 2698 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation.

All of the above violations were suffered by Claimant and similarly-situated employees at all of Respondents' locations in California on a daily basis in the entire year preceding the date of this notice, and continuing throughout the pendency of this claim.

* * * * *

Respondents are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We provide notice under the Private Attorney's General Act of 2004, Labor Code sections 2699, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter.

By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, et seq., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office not address these matters within this time.

Very truly yours,



Danny Yadidsion