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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

CASE NO.: 30-2022-01239095-CU-OE-CXC

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

Hearing Date: November 8, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Lon Hurwitz
Dept.: CX103

Action Filed: July 6, 2021
Trial Date: Not set

MANUEL FRANCO and ALFONSO
GUZMAN, on behalf of themselves, on
behalf of all persons similarly situated, and on
behalf of the State of California as a private
attorney general,

Plaintiffs,

vs.

STATES LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

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 Manuel Franco and Alfonso Guzman (“Plaintiffs”) in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts
5 are within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant The Coca-Cola
9 Company (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the
10 proposed settlement of this class action with Defendant; (2) for settlement purposes only,
11 conditionally certifying the Class, which is comprised of “all individuals who were employed by
12 Defendant in the State of California and classified as a non-exempt employee at any time during the
13 Class Period”, which is May 2, 2020 to July 20, 2024; (3) provisionally appointing Plaintiffs as the
14 representatives of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
15 Nordrehaug, Aparajit Bhowmik, Jeffrey S. Hernan, Sergio J. Puche, Trevor G Moran of
16 Blumenthal Nordrehaug Bhowmik De Blouw LLP, Nazo Koulloukian of Koul Law Firm, and Sahag
17 Majarian, II of Law Offices of Sahag Majarian, II as Class Counsel; (5) approving the form and
18 method for providing class-wide notice; (6) directing that notice of the proposed settlement be given
19 to the class; (7) appointing ILYM Group, Inc. as Administrator; and (8) scheduling a final approval
20 hearing date for a date that is four months from preliminary approval to consider Plaintiffs’ motion
21 for final approval of the settlement and for approval of attorneys’ fees and expenses. Attached
22 hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement Agreement
23 (“Agreement”) along with the exhibits thereto. The form of the Agreement is based upon the Los
24 Angeles County Superior Court model form for a class and PAGA settlement. This Declaration
25 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
26 the same meaning as set forth in the Agreement.
27
28

Fairness of Settlement

3. As consideration for this Settlement, the Gross Settlement Amount is One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500) (the “Gross Settlement Amount”) to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Participating Class Members from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys’ fees and costs, (c) Class Representative Service Payments, and (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not include the employer’s share of payroll taxes which will be separately paid by Defendant. (Id.) The Settlement is all-in with no reversion to Defendant and no need to submit a claim form. (Id.) The following is a table of the key financial terms of the Settlement and the proposed deductions:

\$1,149,500 (Gross Settlement Amount)

- \$20,000 (Plaintiffs’ proposed service awards not to exceed \$10,000 each)
- \$45,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- \$383,166.67 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- \$25,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- \$16,000 (Administration Expenses Payment - not to exceed amount)

\$660,333.33 (Net Settlement Amount)

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

5. On May 14, 2024, the Parties participated in an all-day mediation session presided over by Hon. William C. Pate (Ret.), a respected jurist and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and

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

7 6. Based upon 1,392 Class Members who collectively worked 115,815 Workweeks, the
8 Gross Settlement Amount provides an average value of approximately \$825 per Class Member and
9 \$9.92 per Workweek and after deductions the Net Settlement Amount provides an average recovery
10 of approximately \$474.37 per Class Member and a recovery of \$5.70 per Workweek. The
11 calculations to compensate for the amount due for the Class at the time of the mediation were
12 calculated by Berger Consulting, Plaintiffs' damages expert. As to the Class whose claims are at
13 issue, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the
14 employees. The maximum potential damages as calculated by Plaintiffs' expert were calculated to
15 be \$85,218 for the alleged unpaid wages due to rounding, \$161,395 for the alleged unpaid overtime
16 wages, \$3,247,819 for the alleged unpaid wages due to off-the-clock work based upon 1 hour per
17 week, \$2,453 for the alleged unpaid overtime due to miscalculation of the regular rate, \$6,417 in
18 alleged unpaid meal premiums and sick pay due to the miscalculation of the regular rate,
19 \$877,072 for alleged meal period damages based upon a 12.4% potential violation rate observed in
20 the time records for shifts worked and after deducting meal premiums already paid by Defendant,
21 \$1,906,795 for alleged rest period damages based upon a 19.6% potential violation rate observed in
22 the time records for rest periods., and \$132,995 for alleged unreimbursed business expenses for
23 personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated
24 that Defendant was subject to a maximum damage claim in the amount of \$6,420,136. As to
25 potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of
26 between \$2,706,529 and \$3,722,905, depending on the predicate violation, and potential wage
27 statement penalties were \$5,032,000. Defendant vigorously disputed Plaintiffs' calculations and
28 exposure theories. Consequently, the Gross Settlement Amount of \$1,149,500 represents more than

1 17.9% of the maximum value of the alleged damages at issue in this case at the time this Settlement
2 was negotiated. Importantly, the recent decision that good faith belief of compliance by the
3 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
4 negate the claims for waiting time and wage statement penalties, even if wages were owed to the
5 Class. The above maximum calculations should then be adjusted in consideration for both the risk
6 of class certification and the risk of establishing class-wide liability on all claims. Given the amount
7 of the settlement as compared to the potential value of claims in this case and the defenses asserted
8 by Defendant, this settlement is fair and reasonable. Specific details as to the calculation and the
9 *Kullar* valuation of the claims for purposes of mediation and the negotiation of the Settlement are as
10 follows:

11 **A. Class Size, Payroll and Timekeeping Data.** As to the Class size, Defendant
12 provided the data points before the mediation as to the number of employees
13 in the class (1,258), the number of workweeks (109,324), and the PAGA
14 wide data points as to the number of aggrieved employees (1,258), and the
15 number of their pay periods (56,316).¹ In addition, Defendant provided a
16 20% sampling of time and payroll data for the Class. Plaintiff received and
17 Plaintiffs' expert analyzed this payroll data and time punch data which
18 covered 350 employees during the period 7/6/2020 through 9/30/2023. As
19 such, for mediation Plaintiffs' expert only had to extrapolate this data to May
20 14, 2024. The payroll data and time punch data covered 98,305 shifts worked
21 and 22,548 work weeks. This means that Plaintiffs' expert analyzed time and
22 payroll data covering 98,305 shifts (out of a total of 476,634 shifts) which
23 sampling was spread out over nearly the entire class period. The average
24 hourly rate is \$20.57 and is based on the pay data.

25
26 ¹ These were the figures used for mediation as of May 2024. The final class figures increased
27 slightly because the class period to July 20, 2024, however, this increase was an anticipated part of
28 the negotiations, and the workweek increase was well below the ten percent threshold in the
escalator provision. (Agreement at ¶9.)

1 **B. Alleged Miscalculation of the Regular Rate for Overtime.** Some shift
2 differentials were also paid on meal premiums and sick pay. However, sick
3 and meal premiums were still net underpaid in the weighted average
4 calculations. 42.3% of employees and 4.6% of pay periods had unpaid sick
5 pay due to regular rate. 28.9% of employees and 6.1% of pay periods had
6 unpaid meal premiums due to regular rate. The damages are calculated as the
7 differences between the earnings assuming overtime was paid properly at the
8 regular rate incorporating all the remunerations above and the actual payouts.
9 The alleged unpaid wages from the miscalculation of the regular rate
10 applicable to overtime pay was calculated to total \$2,453.

11 **C. Alleged Miscalculation of the Regular Rate for Meal Premiums and Sick**
12 **Pay.** The remunerations above were also not included in the regular rate for
13 paying sick pay and meal premiums. 17.3% of employees and 0.6% of pay
14 periods have sick pay and any remunerations earned. 6.4% of employees and
15 0.2% of pay periods have meal premiums and any remunerations earned. The
16 damages are calculated as the differences between the earnings assuming
17 meal premiums and sick pay are paid properly at the regular rate
18 incorporating all the remunerations above and the actual payouts. The
19 alleged underpaid wages from the miscalculation of the regular rate
20 applicable to meal premiums and sick pay was calculated to total \$6,417.

21 **D. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
22 allegations that Defendant's practices required pre-shift work activities
23 before logging in at the time clock, which is alleged to be uncompensated
24 work time. Off-the-clock damages assume employees were not paid 1 hour
25 per workweek. 89.5% of these OTC hours are assumed overtime. Unpaid
26 OTC wages are calculated as the sum of unpaid regular OTC wages (at the
27 hourly rate) and the unpaid overtime OTC wages (at the overtime rate). As a
28

1 result, the maximum value of the claim for unpaid wages due to alleged off-
2 the-clock work was \$3,247,819.

3 **C. Alleged Unpaid Wages Due to Rounding.** The seconds in the time punches
4 were rounded to the nearest minute. The net rounding impact is neutral. The
5 analysis focuses on the employees who were net underpaid by rounding
6 (Home Depot assumption). For employees who were net underpaid, there are
7 on average 0.1 minutes per shift underpaid by rounding. There are 405 total
8 underpaid hours. The maximum unpaid wages due to rounding was
9 calculated to be \$85,218.

10 **D. Alleged Unpaid Overtime Wages.** The records showed that there were
11 4.2% of pay periods with unpaid overtime premium wages, meaning that
12 some overtime hours were paid as regular hours and the premium portion was
13 underpaid. Examples show that weekly overtime over 40 hours were paid, but
14 not daily overtime over 8 hours in these pay periods. The damages are
15 calculated as the premium portion of underpaid overtime hours. The
16 maximum unpaid overtime wages was calculated to be \$161,395.

17 **C. Alleged Meal Period Violations.** The meal period claim is based upon the
18 analysis of time punch records reflect a potential meal break violation rate in
19 12.4% of all shifts (56,398 unique violations out of 476,634 shifts analyzed).
20 The pay data reflects meal break premiums paid for 12,683 instances,
21 therefore roughly 22.5% of facial violations have had a premium paid. The
22 56,398 unique meal break violations include 6,410 late (after 5th hour), 8,596
23 missed (for shifts greater than 6 hours), 955 short (under 30 minutes), 39,176
24 shifts with exactly 30-minute meals (for shifts greater than 6 hours), and
25 2,647 missed 2nd meal breaks (for shifts greater than 12 hours). The damages
26 for a missed period is one hour of pay under Labor Code §§266.7 and 512.
27 As a result, the maximum potential damages for alleged meal period
28

violations using the 12.4% potential violation rate, and after deducting premiums paid of \$284,262, were estimated to be \$877,072.

D. Alleged Rest Period Violations. In this case, the rest periods were recorded.

For this claim, Plaintiff used the maximum assumption of 19.6% violation rate for all shifts that was observed in the time records for rest periods. There were 93,242 total potential rest break violations, including 1,915 missed first rest breaks for shifts 3.5 hours or longer, 24,378 missed second rest breaks for shifts greater than 6 hours, 71,889 missed third rest breaks for shifts greater than 10 hours, and 97 short rest breaks for shifts 3.5 hours or longer. The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged rest period violations using a 19.6% violation rate were estimated to be \$1,906,795.

E. Alleged Business Expenses Reimbursement. The expense reimbursement claim was based upon the personal cellphone usage for work purposes. The value of this claim used was \$5 per month over 26,599 months to calculate that the maximum potential damages for the alleged failure to reimburse business expenses were \$132,995.

F. Alleged Waiting Time Penalties. Waiting Time Penalties are calculated assuming 652 terminated employees x 30 days x (8 hours per day x average rate of pay + 0.8 hours per day x 1.5 x average rate of pay). An alternate Waiting Time Penalty was calculated for 474 terminated employees with alleged regular rate of pay issues. As such, the maximum value of the potential waiting time penalties were calculated to be between \$2,706,529 and \$3,722,905, depending on the predicate violation.

G. Alleged Wage Statement Penalties. Wage Statement Penalties are calculated at \$50 for the initial violation and \$100 for each subsequent violation with a max of \$4,000 per employee, assuming 100% violation rate.

1 The Wage Statement claim is predicated and is derivative of the above
2 claims, so the maximum valuation assumed there was a violation in every pay
3 period within the applicable one-year statute of limitation. The maximum
4 value of the potential wage statement penalties were therefore calculated to
5 be \$5,032,000.

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

11
12 Procedural History of the Litigation

13 7. On April 29, 2021, Plaintiff Franco filed with the LWDA and served on Defendant a
14 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
15 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA
16 Notice by Plaintiff Franco is attached hereto as Exhibit #3 for the Court's reference.²

17 a. **Franco Class Action:** On May 19, 2021, Plaintiff Franco filed a class action
18 Complaint against Defendant in the Superior Court of the State of California, County of Los
19 Angeles. This class action Complaint asserted class claims against Defendant for: (1) unfair
20 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum
21 wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime
22 wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required
23 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest
24 periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized
25 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
26

27
28 ² The PAGA Notice sent by Plaintiff Guzman is authenticated by the Declaration of Nazo
Koulloukian at ¶4.

1 required expenses in violation of California Labor Code § 2802; and, (8) failure to provide wages
2 when due in violation of California Labor Code §§ 201, 202.³ On August 3, 2021, Plaintiff Franco
3 filed a Request for Dismissal of the Franco Class Action, without prejudice, which the Court
4 granted on August 6, 2021.

5 b. **Franco PAGA Action**: On July 6, 2021, Plaintiff Franco filed a separate
6 Representative Action Complaint against Defendant in the Superior Court of the State of California,
7 County of Los Angeles (the "Franco PAGA Action"). Plaintiff Franco's Representative Action
8 Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor
9 Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221,
10 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
11 Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s). On
12 October 13, 2021, the Parties filed a stipulation to transfer for all purposes the Franco PAGA Action
13 to the Orange County Superior Court. On October 20, 2021, the Court signed the Order transferring
14 the Franco PAGA Action to the Orange County Superior Court (Case No.
15 30-2022-01239095-CU-OE-CJC)

16 8. **Guzman PAGA Action**: On October 21, 2021, Plaintiff Guzman filed a separate
17 Representative Action Complaint against Defendant in the Superior Court of the State of California,
18 County of San Bernardino (the "Guzman PAGA Action"). Plaintiff Guzman's Representative Action
19 Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor
20 Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204(a), 218, 226 (a),
21 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6400,
22 6401, 6402, 6403, 6404, 6407, 8 California Code of Regulations §3202, and Wage Order 9. On
23 January 18, 2023, the Court granted Defendant's Motion to Compel Plaintiff Guzman's individual
24 PAGA claims to arbitration and stay the representative PAGA action in the interim.
25

26 ³ Plaintiff Franco also alleged an individual (non-class) wrongful termination claim against
27 Defendant. In addition to the Gross Settlement Amount, Plaintiffs will also separately be paid for
28 resolution of their individual claims as set forth in their separate confidential individual settlement
agreement.

1 9. As part of the Agreement, and for settlement purposes only, the Parties stipulated to
2 the filing of a First Amended Class and Representative Action Complaint in the Franco PAGA
3 Action that adds class claims based on the facts of the PAGA Notices served by Plaintiffs and
4 named Plaintiff Franco and Plaintiff Guzman as class representatives. The First Amended Class and
5 Representative Action Complaint was filed on July 24, 2024 and is the operative complaint in the
6 Action (the "Operative Complaint").

7 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
8 including informal discovery, the production of documents, class data, and other information,
9 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
10 Plaintiffs' investigation included the production and analysis of hundreds of pages of documents.
11 The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
12 payroll data and time punch data for the class covering 98,302 shifts and 22,548 workweeks; (3)
13 Defendant's wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of
14 wage statements provided by Defendant. As such, Class Counsel received the data and information
15 for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for
16 the Class.

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

23 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
24 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
25 documents and information in connection with the Action. On May 14, 2024, the Parties
26 participated in an all-day mediation presided over by Hon. William C. Pate (Ret.), a respected
27 mediator of wage and hour representative and class actions.. Following the mediation, the Parties
28 agreed on the basic terms of a settlement pursuant to a mediator's proposal which was memorialized

1 in the form of a Memorandum of Understanding. The Parties then negotiated the final terms of the
2 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
3 contentious.

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

19 14. Class Counsel has conducted an investigation into the facts of the class action.
20 Informal discovery was performed along with the production of hundreds of pages of relevant
21 documents. Class Counsel engaged in a thorough review and analysis of the relevant documents
22 and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until
23 Class Counsel possessed sufficient information to make an informed judgment regarding the
24 likelihood of success on the merits and the results that could be obtained through further litigation.
25 In addition, Class Counsel previously negotiated settlements with other employers in actions
26 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own
27 independent investigation, evaluation and experience, Class Counsel believes that the settlement
28 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in

1 the best interest of the Class in light of all known facts and circumstances, including the risk of
2 significant delay, defenses asserted by Defendant, and potential appellate issues.

3
4 Settlement Terms and Plan of Allocation

5 15. The Gross Settlement Amount is One Million One Hundred Forty-Nine Thousand
6 Five Hundred Dollars (\$1,149,500). (Agreement at ¶ 1.22.) Under the Settlement, the Gross
7 Settlement Amount consists of the following elements: (1) payment of the Individual Class
8 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
9 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative
10 Service Payment to the Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The
11 Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶
12 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶
13 3.1.)

14 16. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
15 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
16 Administrator no later than 14 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The
17 distribution of Individual Class Payments to Participating Class Members along with the other
18 Court-approved distributions shall be made by the Administrator within fourteen (14) days after
19 Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

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

3.2(e.) Workweeks will be based on Defendant's records, however, Class Members can challenge their number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

19. A Participating Class Member must cash his or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

20. Subject to Court approval, the Parties have agreed on ILYM Group, Inc. to administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed \$16,000. (Agreement at ¶ 3.2(c).)

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$45,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross

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

9
10 Risks of Continued Litigation and Standards for Approval

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

18 24. Here, a number of defenses asserted by Defendant present serious threats to the
19 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
20 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
21 time worked and that all work time was properly recorded. Defendant argued that there was no
22 miscalculation of the regular rate. Defendant contended that its meal and rest period policies fully
23 complied with California law and Defendant did not fail to provide the opportunity for legally
24 required meal and rest breaks. Defendant contended that there was no failure to pay for business
25 expenses, and that any cell phone usage was merely convenient and voluntary such that
26 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court
27 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on
28 liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues

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

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

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

22 27. Plaintiffs will apply to the Court for a Class Representative Service Payment in
23 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
24 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel for two years.
25 The Declarations of the Plaintiffs are submitted herewith in support. At this stage, the requested
26 service award amount not to exceed \$10,000 is well within the accepted range of awards for
27 purposes of preliminary approval. See e.g. *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S.
28 Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (the requested service awards of \$15,000 each are

1 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
2 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.)*, 2018 U.S.
3 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500); *Louie v. Kaiser Foundation Health Plan,*
4 *Inc.*, 2008 WL 4473183, *7 (S.D.Cal. 2008) (awarding \$25,000 service award to each of six
5 plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding
6 \$25,000 service award in overtime class action). As explained in *Glass*, service awards are
7 routinely awarded to class representatives to compensate the employees for the time and effort
8 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there
9 from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
10 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards, which
11 establishes this not-to-exceed amount is within the range of reasonableness for purposes of
12 preliminary approval.

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

24 29. Based on the foregoing data and their own independent investigation and evaluation,
25 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
26 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
27 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
28 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel

1 for both Parties possessed sufficient information to make an informed judgment regarding the
2 likelihood of success on the merits and the results that could be obtained through further litigation.

3
4 Class Certification Issues

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

9 All individuals who were employed by Defendant in the State of California and
10 classified as a non-exempt employee at any time during the Class Period.

11 (Agreement at ¶ 1.4.)

12 The Class Period is May 2, 2020 to July 20, 2024. (Agreement at ¶ 1.12.)

13 a. **Numerosity** - Here, Plaintiffs assert that the 1,392 current and former
14 employees that comprise the Class can be identified based on Defendant's records and are
15 sufficiently numerous for class certification.

16 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
17 questions of law and fact are present, specifically the common questions of whether Defendant's
18 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
19 Class Members, whether Defendant miscalculated the regular rate when paying wages to the Class,
20 whether Class Members were lawfully compensated for all hours worked, whether Defendant failed
21 to provide required expense reimbursement, and whether Class Members are entitled to damages
22 and penalties as a result of these practices. Plaintiffs contend that certification of this Class is
23 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
24 Members. As a result, these common questions of liability could be answered on a class wide basis.
25 c. **Typicality** - In this case, Plaintiffs contends that the typicality requirement is
26 fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant during
27 the Class Period, and, like every other member of the Class, was subject to the same employment
28 practices. Plaintiffs, like every other member of the Class, also claim owed compensation as a

1 result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiffs and
2 the members of the Class arise from the same course of conduct by Defendant, involve the same
3 issues, and are based on the same legal theories.

4 d. **Adequacy** - Plaintiffs contends that the Class Members are adequately
5 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
6 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
7 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
8 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
9 communicated with Class Counsel, provided documents and information to Class Counsel, and
10 participated in the investigation and resolution of the class claims. The personal involvement of the
11 Plaintiffs was essential to the prosecution of the claims and the monetary settlement reached.
12 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and
13 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and
14 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same
15 set of facts and legal theories.

16 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
17 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
18 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
19 experience. We have handled a number of class actions and complex cases and have acted both as
20 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
21 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
22 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
23 employment law class actions, including claims for misclassification, overtime, expense
24 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
26 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
27 adequate counsel by the courts throughout California. We have been approved as experienced class
28 counsel by both state and federal courts in California in contested class certification proceedings. A

1 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
2 settlement is defined as “all individuals who were employed by Defendant in the State of California
3 and classified as a non-exempt employee at any time during the Class Period”. I have reviewed my
4 firm’s cases and representation of other plaintiffs and there is no conflict or representation which
5 would prevent my firm from representing the interests of the Class this case. My firm only
6 represents employees, and not employers. My firm has never represented Defendant nor any
7 affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure
8 a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
9 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
10 employees and classes as the claims are all against different and distinct employers. I can think of
11 no conflict that would arise in our representation of the Class and our adequate representation of the
12 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
13 for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the
14 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

15 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
16 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
17 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
18 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
19 including a description of the applicable release; (iii) information to the Class Members regarding
20 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
21 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
22 amount of the Plaintiffs’ service award requested; and (vi) the anticipated expenses of the
23 Administrator. The Class Notice Packet will also include an Exclusion form and a Dispute form.
24 (Agreement at ¶ 1.11.) The Class Notice Packet will include a Spanish translation. (Agreement at
25 ¶1.10.) The Class Notice will state that the Class Members shall have sixty (60) days from the date
26 that the Class Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out) or
27 to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the
28 opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to

1 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
2 timely and proper request to opt-out will automatically receive a payment of their Individual Class
3 Payment. This notice program was designed to meaningfully reach the Class Members and it
4 advises them of all pertinent information concerning the Settlement.

5 33. The PAGA Claim -

6 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
7 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
8 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
9 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
10 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
11 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
12 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
13 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
14 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
15 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
16 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
17 class members." (LWDA Response at p.4).

18 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
19 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
20 \$2,780,600 and \$5,561,200 for a single violation in every one of the 55,612 pay periods at issue in
21 the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of
22 Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code
23 § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
24 per pay period but without stacking.⁴ The PAGA Penalties allocation in the Settlement is the

25 _____
26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$2,780,600 and \$5,561,200 is the civil penalty amount without stacking.
28 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
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. Moreover, the recent amendments

1 amount of \$25,000. This allocation is justified by several important considerations. First, the
2 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant
3 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
4 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be
5 awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk
6 to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be
7 awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed
8 a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any
9 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where
10 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 55,612 pay
11 periods were established, using the valuation from *Carrington* results in a potential recovery of only
12 \$278,060 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable
13 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the
14 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Individual PAGA Payments.** The number of Aggrieved Employees are
16 1,368 who worked an estimated 55,612 pay periods in the PAGA Period. The PAGA Penalties are
17 \$25,000, which means the 25% payable to the Aggrieved Employees is \$6,250, and the remaining
18 75% is paid to the LWDA. Using these figures, the average Individual PAGA Payment of an
19 Aggrieved Employee is \$4.56 and the net payment per PAGA Pay Period is \$0.11 per pay period.

20 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
21 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
22 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
23 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class is
24 also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
25 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
26 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
27

28 to the PAGA statutes cast further doubt on whether stacking is permitted.

1 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
2 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
3 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
4 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
5 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
6 \$1,750,000 class settlement); *Chiu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
7 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
8 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
9 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
10 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
11 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
12 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
13 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
14 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
15 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
16 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
17 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
18 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
19 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
20 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
21 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
22 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.
23 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
24 settlement amount); *Scott-George v. PTH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
25 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
26 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
27 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
28 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as

1 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
2 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
3 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
4 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
5 penalties or 0.33% of \$900,000 settlement amount); *Pendloza vs. PPG Industries Inc.*, Los Angeles
6 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
7 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
8 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

9
10 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
11 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
12 reasonable, and at the time of final approval, my firm will present lodestar to further support the
13 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
14 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
15 of the class action awards obtained by Class Counsel in similar employment actions throughout the
16 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
17 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
18 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
19 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
20 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
21 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
22 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
23 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
24 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
25 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
26 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
27 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
28 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*

1 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
2 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
3 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
4 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
5 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
6 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
7 hour class settlement. On September 24, 2021, in *Progisitics Wage and Hour Cases* (Los Angeles
8 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
9 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
10 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
11 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
12 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
13 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
14 *O'Donnell v. Ohta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
15 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
16 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
17 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award
18 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*
19 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a
20 one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash*
21 *Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E.
22 Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
23 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-
24 2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a
25 wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*,
26 (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a
27 one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity*
28 *Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz

1 awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in
2 *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072),
3 Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February
4 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
5 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
7 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
8 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County
9 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a
10 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
11 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee
12 award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San
13 Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-
14 third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward*
15 *HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded
16 a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-*
17 *Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie
18 Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to
19 one-third of the common fund is therefore reasonable in light of the fees that have been awarded in
20 other similar cases.

21
22 35. Class Representative Service Payments - The reasonableness of the requested service
23 award is also established by reference to the amounts that other California courts have found to be
24 reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,
25 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
26 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS
27 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1*
28 *Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of

1 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct.
2 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);
3 *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
4 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366
5 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in
6 lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-
7 *52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v.*
8 *Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
9 2013)(awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197
10 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
11 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
12 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
13 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
14 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
15 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
16 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
17 21, 2011)(awarding \$10,000 service award); *Bucknire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
18 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
19 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
20 2013)(awarding \$10,000 service award); *Ehtridge v. Universal Health Services, Inc.*, Case No.
21 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
22 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
23 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
24 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
25 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
26 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
27 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
28 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*

1 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
2 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
3 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
4 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
5 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
6 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
7 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
8 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
9 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
10 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
11 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
12 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
13 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
14 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
15 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
16 *Kislink v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
17 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
18 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
19 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
20 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II,*
21 *Santa Clara Superior Court* Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service
22 award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No.
23 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

24
25 36. Potentially Related Other Actions - I am unaware of any other related cases pending
26 against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.16.) I have
27 searched the LWDA database which evidences that there are no other currently pending PAGA
28 notices served against Defendant (other than PAGA Notice served by Plaintiffs).

37. Administration - After seeking bids from qualified administrators, the estimate from ILYM Group was selected, as it provided for an estimate of \$13,950 to perform the settlement administration for a Class of up 1,530, with any difference between the actual expenses and the budget of \$16,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used ILYM Group successfully as the administrator in more than twenty class settlements in the last few years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, and thus no conflict of interest exists. Submitted herewith is a true and correct copy of the Declaration of Anthony Rogers from ILYM Group which establishes its experience and security procedures, and also attaches the estimate for administration.

Service on the LWDA:

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

Defendant's Declaration Under Paragraph 7.1:

40. Defendant has provided the Declaration of Kimberly Litzler in compliance with paragraph 7.1 of the Agreement. The Declaration of Kimberly Litzler confirms the class workweeks, and that Defendant is not aware of any other actions that would be adversely affected by this settlement. A copy of the Declaration of Kimberly Litzler is attached hereto as Exhibit #4.

41. Final Approval Hearing. Plaintiff proposes a Final Approval Hearing date that is four months from the date of the Preliminary Approval Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 16th day of October, 2024, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) and defendant States Logistics Services, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

1.1. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2. “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.

1.3. “Aggrieved Employees” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period.

1.4. “Class” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.

1.5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”]; Nazo Koulloukian of Koul Law Firm [“KLF”]; and Sahag Majarian, II of Law Offices of Sahag Majarian, II [“SM”].

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

- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.8. “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).
- 1.9. “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.
- 1.10. “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.
- 1.11. “Class Notice Packet(s)” means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion Form, attached as Exhibit B, and a Dispute Form, attached as Exhibit C to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.12. “Class Period” means the period of time from May 2, 2020 to July 20, 2024.
- 1.13. “Class Representatives” means the named Plaintiffs Manuel Franco and Alfonso Guzman in the Operative Complaint seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment” means the payments made to the Class Representatives for initiating the Operative Complaint, performing work in support of the Operative complaint, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendant” means States Logistics Services, Inc.
- 1.17. “Defense Counsel” means Nicole M. Shafer and Kimberley L. Litzler of Jackson Lewis, P.C.
- 1.18. “Effective Date” means the date by when all of the following have occurred: (i) a long form settlement agreement has been executed by all Parties and their respective counsel;

(ii) the Court has given preliminary approval to the settlement; (iii) the Class Notice has been given to the Class Members, providing them with an opportunity to dispute information contained in the Class Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and Judgment certifying the Class and approving this Settlement; and (v) the later of the following events: 65 calendar days following entry of the Court's final order approving the settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed within 65 calendar days following entry of the Court's final order approving the Settlement, then when any appeal, writ or other appellate proceeding opposing the settlement has been resolved finally and conclusively with no right to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's order approving the Settlement is completely final, there is no further recourse by an appellant or objector who seeks to contest the Settlement.

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

1.20. "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.

1.21. "Final Judgment" means the judgment entered by the Court upon granting Final Approval of the Settlement substantially in the form attached hereto as Exhibit E to this Agreement and incorporated by reference into this Agreement.

1.22. "Gross Settlement Amount" means One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

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

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

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

1.28. “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.

1.29. “Operative Complaint” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned, *Mannuel Franco vs. States Logistics Services, Inc.*, Case No. 21STCV24781, originally initiated on July 6, 2021 in Los Angeles County Superior Court, and now pending in Superior Court of the State of California, County of Orange as Case No. 30-2022-01239095-CU-OE-CJC, which is currently pled in the First Amended Class and Representative Action Complaint filed on July 24, 2024.

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

1.31. “PAGA Period” means the period of time from July 6, 2020 to July 20, 2024.

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

1.33. “PAGA Notices” means the Plaintiff Franco’s April 29, 2021 letter to Defendant and the LWDA and Plaintiff Guzman’s August 17, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,250.00) and the 75% to LWDA (\$18,750.00) in settlement of PAGA claims.

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

1.36. “Plaintiffs” means Manuel Franco and Alfonso Guzman, the named plaintiffs in the Operative Complaint.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit D 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 facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, which includes claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required business expenses, failure to provide wages when due, unfair competition based on these claims, and derivative penalties. 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, discrimination, unemployment insurance, disability, social security, workers’ compensation, Plaintiffs’ respective non-wage and hour individual claims that are subject to a separate release, or Class claims based on facts occurring outside the Class Period.

1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker’s compensation, Plaintiffs’ respective non-wage and hour individual claims that are subject to a separate release, and PAGA claims outside of the PAGA Period.

1.40. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packets 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 Operative Complaint and all related claims effectuated by this Agreement and the Judgment.

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

2. RECITALS

The Franco Class Action

2.1. On May 19, 2021, Plaintiff Franco filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco Class Action”). Plaintiff Franco’s Class Action Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Wrongfully Terminated in violation of public policy.¹

2.2. On August 3, 2021, Plaintiff Franco filed a Request for Dismissal of the Franco Class Action, without prejudice, which the Court granted on August 6, 2021.

The Franco PAGA Action

2.3. On July 6, 2021, Plaintiff Franco filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco PAGA Action”). Plaintiff Franco’s Representative Action

¹ Claim (i) was asserted by Plaintiff Franco individually, whereas the remaining claims were asserted by Plaintiff Franco on classwide basis.

Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.4. On October 13, 2021, the Parties filed a stipulation to transfer for all purposes the Franco PAGA Action to the Orange County Superior Court. On October 20, 2021, the Court signed the Order transferring the Franco PAGA Action to the Orange County Superior Court. On January 5, 2021, the Orange County Superior Court assigned the Franco PAGA Action to the Hon. Melissa R. McCormick (Case No. 30-2022-01239095-CU-OE-CJC).

The Franco Individual Arbitration

2.5. On August 24, 2021, Plaintiff Franco submitted a Demand for Arbitration with an Arbitration Complaint to JAMS, asserting one cause of action for Wrongful Termination in Violation of Public Policy (the “Franco Arbitration”).

2.6. On or about September 21, 2022, the Parties filed a stipulation in the Franco PAGA Action to submit Plaintiff Franco’s individual PAGA claims to arbitration and to stay the representative PAGA claim in the interim.

2.7. On December 19, 2022, Plaintiff Franco submitted an Amended Arbitration Complaint to JAMS, adding Plaintiff Franco’s individual wage and hour claims and individual PAGA claims to the Franco Arbitration.

The Guzman PAGA Action

2.8. On October 21, 2021, Plaintiff Guzman filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Guzman PAGA Action”). Plaintiff Guzman’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204(a), 218, 226 (a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 California Code of Regulations §3202, and Wage Order 9.

2.9. On January 18, 2023, the Court granted Defendant’s Motion to Compel Plaintiff Guzman’s individual PAGA claims to arbitration and stay the representative PAGA action in the interim.

The Guzman Individual Arbitration

2.10. On September 19, 2023, Plaintiff Guzman submitted a Demand for Arbitration to JAMS, asserting one cause of action for violation of the Private Attorneys General Act of 2004, Cal. Labor Code § 2698, *et seq.* (the “Guzman Arbitration”).

Pleading Amendment

2.11. As part of this Agreement, the Parties stipulated to the filing of a First Amended Consolidated Class and Representative Action Complaint in the Franco PAGA Action that adds class claims based on the facts of the PAGA Notices served by Franco and Guzman and named Plaintiff Franco and Plaintiff Guzman as class representatives. The First Amended Consolidated Class and Representative Action Complaint is the Operative Complaint, which was filed on July 24, 2024.

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

Mediation and Settlement

2.13. On May 14, 2024, the Parties participated in an all-day mediation presided over by Hon. William C. Pate (Ret.), 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 Operative Complaint based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supercedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.14. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

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

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay **\$1,149,500.00** and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

(a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment, Individual Settlements for non-wage and hour claims being separately settled, and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee 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 \$383,166.67, and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Class Counsel Fees Payment shall be apportioned among Class Counsel as follows: 50% to BNBD, 25% to KLF, and 25% to SM. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing.

If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed \$16,000 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 \$16,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) 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 (\$6,250.00) 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.

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

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

i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 1,392 Class Members who collectively worked a total of 109,324 Workweeks from May 2, 2020 through May 14, 2024, and approximately 1,368 Aggrieved Employees who worked a total of 55,612 PAGA Pay Periods. Defendant also represented that the Class Members signed arbitration agreements.

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

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

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA 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. Before checks are mailed, the Administrator must update the recipients’ mailing addresses using the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice Packets were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice Packets were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

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

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed

Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, 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, or ascertained during the litigation of the Operative Complaint and released under 6.2, below ("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. 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 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

(b) Plaintiffs Other Claims. Plaintiff Franco and Plaintiff Guzman represent that they have additional individual non-wage and hour claims against Defendants. Plaintiff Franco and Plaintiff Guzman are separately settling their individual claims. In addition to the Gross Settlement Amount, Plaintiff Franco and Plaintiff Guzman will also separately be paid for resolution of their individual non-wage and hour claims as set forth in separate confidential individual settlement agreements. These

individual settlements to be paid to Plaintiff Franco and Plaintiff Guzman are in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreements that will be separate from this Agreement. Therefore, the Civil Code Section 1542 released above in Section 6.1(a) does not extend to Plaintiff Franco and Plaintiff Guzman's individual non-wage and hour claims that are being separately settled. If the Court requires the Parties to submit the terms of the individual settlement agreements to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

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

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

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

7.1. Defendant's Responsibilities. Within 14 calendar days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendant shall also verify the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice Packets; (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or

potential conflicts of interest with Class Members, and/or the Administrator; (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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) 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 ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Packets 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 the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

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

8.4. Notice to Class Members.

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

(b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than 3 business days after the Administrator’s receipt of any Class Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice Packet 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 Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice Packet to Class Members whose Class Notice Packet 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, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice Packet, 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 Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice Packet, or the deadline dates in the Class Notice Packet, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice Packet is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice Packet 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 Packet is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

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

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice Packet 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 Packet, 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 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

(e) Administrator’s Declaration. Not later than 14 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 Packets, the Class Notice Packets returned as undelivered, the re-mailing of Class Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant represented that there are approximately 1,392 Class Members who worked 109,324 Workweeks from May 2, 2020 through May 14, 2024. In the event the total Workweeks in Defendant's final data through July 20, 2024 is more than 10% of 109,324 (i.e. if there are 120,256 or more total Workweeks), at the option of Defendant, Defendant shall either increase the Gross Settlement Amount pro rata, with a 10% grace margin (e.g., if the Workweek numbers increase by 11%, the Gross Settlement Amount shall increase by 1%), or elect to move the end date for the Class Period to the latest date before July 20, 2024 with a total number of Workweeks that is within the 10% buffer, or pay the applicable pro rata amount above the buffer for any later end date selected by Defendant prior to Preliminary Approval (e.g., if Defendant selects a class period end date of July 1, 2024, the Gross Settlement Amount would increase by a pro rata share for any Workweeks more than 10% above 109,324 as of July 1, 2024, meaning for example if the total Workweek number as of July 1, 2024 is 11% more than the 109,324 Workweeks represented at mediation, the Gross Settlement Amount shall increase by 1%.)

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

Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 10 business 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 5 court 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, the Operative Complaint, 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Operative Complaint have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Operative Complaint, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Operative Complaint will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of

the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

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

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@banlawca.com
kyle@banlawca.com

Nazo Koulloukian
Koul Law Firm
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Tel.: (213) 761-5484
Fax: (818) 561-3938
E-Mail: nazo@koulaw.com

Sahag Majarian, II, Esq.
Law Offices Of Sahag Majarian II
18250 Ventura Blvd.
Tarzana, CA 91356
Tel.: (818) 609-0807
Fax: (818) 609-0892
E-Mail: Sahagji@aol.com

To Defendant:

Nicole M. Shaffer
Kimberley L. Litzler
Jackson Lewis, P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Tel.: (949) 885-1360
Fax: (949) 885-1380
E-Mail: Nicole.Shaffer@jacksonlewis.com
Kimberley.Litzler@jacksonlewis.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.

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 Operative Complaint 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: Aug 29, 2024

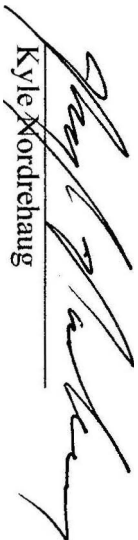

Manuel A Franco (Aug 29, 2024 16:00 PDT)
Plaintiff Manuel Franco

Dated: _____

Plaintiff Alfonso Guzman

Dated: _____

[name]
For Defendant States Logistics Services, Inc.

Dated: 9/16/24

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

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.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Manuel Franco

Dated: 9/11/2024

DocuSigned by:

7E97C742C29F4B0...

Plaintiff Alfonso Guzman

Dated: _____

[name]
For Defendant States Logistics Services, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

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.

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 Operative Complaint and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Manuel Franco

Dated: _____

Plaintiff Alfonso Guzman

Dated: Sept 16, 2024

John F. Morrison
John F. Morrison [name]
For Defendant States Logistics Services, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 9/10/2024

Docusigned by:
Nazo Koulloukian
5F973886FD414E7...
Nazo Koulloukian
Koul Law Firm
Attorney for Plaintiffs

Dated: 9/11/2024

Signed by:
Sahag Majarian, II
62DE4C79A30231...
Sahag Majarian, II
Law Offices of Sahag Majarian, II
Attorney for Plaintiffs

Dated: _____

Nicole M. Shaffer
Kimberley L. Litzler
Jackson Lewis, P.C.
Attorney for Defendant

Dated: _____

Nazo Koulloukian
Koul Law Firm
Attorney for Plaintiffs

Dated: _____

Sahag Majarian, II
Law Offices of Sahag Majarian, II
Attorney for Plaintiffs

Dated: 9/16/2024



Nicole M. Shaffer
Kimberley L. Litzler
Jackson Lewis, P.C.
Attorney for Defendant

EXHIBIT A

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

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

Manuel Franco, et al. vs. States Logistics Services, Inc.

Superior Court of the State of California, County of Orange, Case No. 30-2022-01239095-CU-OE-CXC

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

To: All individuals who were employed by Defendant States Logistics Services, Inc. in the State of California and classified as a non-exempt employee at any time during the Class Period (May 2, 2020, through July 20, 2024).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< ____ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
The Response Deadline is ____.	Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Lon Hurwitz in Department CX103.
The Response Deadline is ____.	Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On May 19, 2021, Plaintiff Manuel Franco filed a lawsuit alleging class claims against States Logistics Services, Inc. (“Defendant”) in the Superior Court of the State of California, County of Los Angeles (the “Franco Class Action”). The Franco Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due. On August 3, 2021, Plaintiff Franco filed a Request for Dismissal of the Franco Class Action, without prejudice, which the Court granted on August 6, 2021.

Separately, on July 6, 2021, Plaintiff Franco filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the “Franco PAGA Action”) alleging a claim under the Labor Code Private Attorneys General Act. (“PAGA”) On October 20, 2021, the Court signed the Order transferring the Franco PAGA Action to the Orange County Superior Court. On October 21, 2021, Plaintiff Guzman filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (the “Guzman PAGA Action”) also alleging a PAGA claim.

As part of this Settlement, on July 24, 2024, Plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) filed a First Amended Consolidated Class and Representative Action Complaint in the Franco PAGA Action that adds class claims based on the facts of the PAGA Notices served by Franco and Guzman and named Plaintiff Franco and Plaintiff Guzman as class representatives. The First Amended Consolidated Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached 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 Orange (the “Court”). The Honorable Lon Hurwitz has been assigned as the judge overseeing the Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”).

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is the period of time from May 2, 2020 to July 20, 2024.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

Plaintiffs are former employees of States Logistics Services, Inc. In the Operative Complaint, Plaintiffs allege the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; and (8) failure to provide wages when due; (9) failure to provide place of employment that is safe and healthful; (10) failure to provide safe working conditions. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

Plaintiffs are represented by the law firms Plumenthal Nordrehaug Bhowmik De Blouw LLP, the Koul Law Firm, and the Law Offices of Sahag Majarian, IL.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiffs’ class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiffs or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit, that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay a Gross Settlement Amount of One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00) to fund the Settlement.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, the amounts of which will be decided by the Court at the Final Approval Hearing:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$16,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$383,166.67, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$45,000. The Class Counsel Fees Payment shall be apportioned among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to Koul Law Firm, and 25% to Law Offices of Sahag Majarian, IL. Class Counsel has been prosecuting these claims on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.

- *Class Representative Service Payments.* A Class Representative Service Payment in an amount not to exceed \$10,000 each to the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiffs undertook.

- *PAGA Penalties.* A payment of \$25,000 relating to the claim for penalties under PAGA, 75% (\$18,750) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$6,250) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) by the total number of PAGA Period Pay Periods during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.

- The “PAGA Period” is July 6, 2020 to July 20, 2024.

- “Aggrieved Employees” means all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “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, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

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 during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

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

The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, which includes claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required business expenses, failure to provide wages when due, unfair competition based on these claims, and derivative penalties. 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, discrimination, unemployment insurance, disability, social security, workers' compensation, Plaintiffs' respective non-wage and hour individual claims that are subject to a separate release, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all 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 during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, Plaintiffs' respective non-wage and hour individual claims that are subject to a separate release, and PAGA claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

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

5. How much will my payment be?

Defendant's records reflect that you have << _____ >> Workweeks during the Class Period (May 2, 2020 to July 20, 2024).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is << _____ >>.

|if applicable - In addition, your Individual PAGA Payment is << _____ >>.]

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

Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to allocated to settlement of claims for

non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: ILYM Group, Inc., _____ (800) ____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

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 Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Manuel Franco, et al. vs. States Logistics Services, Inc.* lawsuit." The Request for Exclusion must state the Class Member's full name, present address, telephone number, and the name and number of the case, which is *Manuel Franco, et al. vs. States Logistics Services, Inc.*, Case No. 30-2022-01239095-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member's name, current address, telephone number, and the approximate

dates of employment in California by Defendant; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe why you believe the Settlement is unfair; and (4) the name and number of the case, which is *Manuel Franco, et al. vs. States Logistics Services, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01239095-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

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

9. Who are the attorneys representing the Parties?

The addresses for Parties’ counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhownik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Nicole M. Shaffer
Kimberley L. Litzler
Jackson Lewis, P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX103 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge Lon Hurwitz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may contact the Administrator or Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Judgment, or any other Settlement documents is to go to The Administrator's website at

<< _____ >> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2022-01239095.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.
-

EXHIBIT B

[REQUEST FOR EXCLUSION FORM]

REQUEST FOR EXCLUSION FORM

Manuel Franco vs. States Logistics Services, Inc.,
Superior Court of the State of California, County of Orange,
Case No. 30-2022-01239095-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN **[INSERT DATE]** TO: MANUEL FRANCO, ET AL. V. STATES LOGISTICS SERVICES, INC., C/O ILYM GROUP, INC., **[INSERT ADDRESS]**

Name: _____

Address:

Telephone Number: _____

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

(Sign your name here)

Date

EXHIBIT C

[DISPUTE FORM]

DISPUTE FORM

Manuel Franco vs. States Logistics Services, Inc.,
Superior Court of the State of California, County of Orange,
Case No. 30-2022-01239095-CU-OE-CXC

<<Name>> _____
<<Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
XX - XX - _____

If you were employed by Defendant States Logistics Services, Inc. ("Defendant") in California and classified as an hourly, non-exempt employee at any time during the Class Period (May 2, 2020, through July 20, 2024), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<< **NUMBER OF WORKWEEKS** >>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<< **INSERT** >>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<< **RESPONSE DEADLINE** >>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____ Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST
CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO:**

Manuel Franco, et al. vs. States Logistics Services, Inc.

c/o ILYM Group, Inc.

address [REDACTED]

EXHIBIT D

[ORDER GRANTING PRELIMINARY APPROVAL]

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CASE NO.: 30-2022-01239095-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

MANUEL FRANCO and ALFONSO
GUZMAN, on behalf of themselves, on behalf
of all persons similarly situated, and on behalf
of the State of California as a private attorney
general,

Plaintiffs,

vs.

STATES LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Hearing Date:
Hearing Time:

Judge: Hon. Lon Hurwitz
Dept.: CX103

Action Filed: July 6, 2021
Trial Date: Not Set

This matter, having come before the Honorable Lon Hurwitz of the Superior Court of the
State of California, in and for the County Orange, on _____, for the motion by Plaintiffs
Manuel Franco and Alfonso Guzman (“Plaintiffs”) for preliminary approval of the class settlement
with Defendant States Logistics Services, Inc. (“Defendant”). The Court, having considered the
briefs, argument of counsel and all matters presented to the Court and good cause appearing,
hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

PRELIMINARY APPROVAL ORDER

IT IS HEREBY ORDERED:

1. The Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is preliminarily approved as to the terms of the Agreement fall within the range of approval as fair, adequate and reasonable. The Gross Settlement Amount is One Million One Hundred Forty-Nine Thousand Five Hundred Dollars (\$1,149,500.00). Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arm’s-length negotiations conducted after Plaintiffs and their counsel adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. The assistant of an experienced mediator, Hon. William C. Pate (Ret.), in the Settlement process supports the Court’s conclusion that the Settlement is non-collusive and reasonable. The Settlement is presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and Final Approval by this Court.

2. This Order incorporates by reference all defined terms set forth in the Agreement, which is attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Nordrehaug Declaration”) filed on ____ [ROA # ____].

3. The following persons are provisionally certified as the “Class” for Settlement purposes only: “all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.” The Class Period means the period of time from May 2, 2020 to July 20, 2024.

4. The proposed Class satisfies the requirements for certification under California Code of Civil Procedure Section 382 because the Class is readily ascertainable, and a well-defined community of interest exists in the questions of law and fact affecting the Parties.

5. Plaintiffs Manuel Franco and Alfonso Guzman are appointed as the Class Representatives. Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffrey S. Herman, Sergio J. Puche, Trevor G Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Nazo Koulloukian of Koul Law Firm, and Sahag Majarian, II of Law Offices of Sahag Majarian, II are appointed as Class Counsel.

6. The Parties' proposed notice plan is constitutionally sound and hereby approved as the best notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), in the form attached hereto as Exhibit #1, is sufficient to inform the Class of the terms of the Agreement, their rights to receive monetary payments under the Agreement and the date and location of the Final Approval Hearing. In addition, the Class Notice fairly, plainly, accurately, and reasonable informs the Class of: (1) the nature of the Action, the definition of the Class, the identity of Class Counsel, and essential terms of the Agreement; (2) Plaintiffs' and Class Counsel's applications for the Class Representative Service Payment, and Class Counsel's request for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) a formula used to determine each Class Member's estimated payment; (4) Class Members' rights to appear through counsel if they desire; (5) how to object to the Settlement or submit a Request for Exclusion from the Settlement if a Class Member wishes to do so; and (6) how to obtain additional information regarding the Action and the Settlement (California Rule of Court 3.766.) The Court further finds that the notice requirements of California Rule of Court 3.769, subd. (f) are satisfied, and that the Class Notice adequately advises the Class of their rights under the Settlement. Counsel for the Parties are authorized to correct any typographical errors in the Class Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do not substantially or materially later the substance of the Class Notice and other notice documents. The font of the Class Notice shall not be smaller than what was provided to the Court.

7. Class Members may exclude themselves from the Settlement (except for the Released PAGA Claims) by submitting the Request for Exclusion Form attached hereto as Exhibit #2, the form of which is approved by the Court. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator a signed written Request for Exclusion form. All Requests for Exclusion must be postmarked by no later than sixty (60) days after the date of the mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response date for Request for Exclusions will be extended an additional 14 days. The Administrator shall send

1 copies of any Requests for Exclusion to Class Counsel and Defendant's Counsel and shall file a
2 declaration concurrently with the filing of Plaintiffs' Motion for Final Approval, authenticating a
3 copy of every Request for Exclusion Form received by the Administrator.

4 8. Class Members who opt-out of the Settlement will still be bound by the released of
5 the Released PAGA Claims, as defined in the Agreement, if they were an Aggrieved Employee
6 employed by Defendant during the PAGA Period.

7 9. Only Class Members who do not request exclusion from the Settlement may submit
8 a dispute as to their workweeks. Class Members who wish to dispute their workweeks must send
9 the Administrator a signed Dispute Form attached hereto as Exhibit #3, the form of which is
10 approved by the Court. All Dispute Forms must be postmarked no later than sixty (60) days after
11 the date of the mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response
12 date for Dispute Forms will be extended an additional 14 days. The Administrator shall send
13 copies of any Dispute Forms to Class Counsel and Defendant's Counsel and shall file a
14 declaration concurrently with the filing of Plaintiff's Motion for Final Approval, authenticating a
15 copy of every Dispute Form received by the Administrator.

16 10. Only Class Members who do not request exclusion from the Settlement may object
17 to the class action components of the Settlement, including contesting the fairness of the
18 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
19 Litigation Payment and/or Class Representative Service Payment. Class Members may send
20 written objections to the Administrator by fax, email, or mail. Alternatively, or in addition to a
21 written objection, Class Members may appear in Court (or hire an attorney to appear in Court) to
22 present verbal objections at the Final Approval Hearing. A Class Member who elects to send a
23 written objection to the Administrator must do so no later than sixty (60) days after the date of the
24 mailing of the Class Notice. If a Class Notice Packet is re-mailed, the response date for any
25 written objections will be extended an additional 14 days. Alternatively, Class Members may
26 appear at the final approval hearing, and may present evidence and file briefs or other papers that
27
28

1 may be proper and relevant to the issues to be heard and determined by the Court as provided in
2 the Notice.

3 11. The Court finds that a copy of the Agreement was provided to the California Labor
4 and Workforce Development Agency (“LWDA”) pursuant to California Labor Code § 2699(1)(2).

5 12. ILYM Group, Inc. is appointed to act as Administrator, pursuant to the terms set for
6 in the Settlement. The Administrator is ordered to carry out the Settlement according to its terms
7 and in conformity with this Order, including disseminating the Class Notice according to the
8 notice plan described in the Agreement.

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

21 14. The Parties are ordered to carry out the Settlement according to its terms.

22 15. A Final Approval Hearing will be held on _____ at 1:30
23 p.m., to determine whether the Settlement should be granted final approval as fair, reasonable and
24 adequate as to the Class Members. The Court reserves the right to continue the data of the Final
25 Approval Hearing without further notice to the Class Members. The Court retains jurisdiction to
26 consider all further applications arising out of or in connection with the Agreement.
27
28

16. The Motion for Final Approval of the Class Action and PAGA Settlement, including requests to approve the Class Representative Service Payments and Class Counsel's request for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON. LON HURWITZ
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT E

[FINAL APPROVAL ORDER AND JUDGMENT]

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

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Telephone: (858)551-1223

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

CASE NO.: 30-2022-01239095-CU-OE-CXC

MANUEL FRANCO and ALFONSO
GUZMAN, on behalf of themselves, on behalf
of all persons similarly situated, and on behalf
of the State of California as a private attorney
general,

Plaintiffs,

vs.

STATES LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Lon Hurwitz
Dept.: CX103

Action Filed: July 6, 2021

Trial Date: Not Set

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL
JUDGMENT

[PROPOSED] ORDER & JUDGMENT

The Motion of Plaintiffs Manuel Franco and Alfonso Guzman (“Plaintiffs”) for Final Approval of Class Action Settlement, Class Representatives’ Service Payments, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this Court on [REDACTED], at [REDACTED], pursuant to the California Rule of Court 3.769 and this Court’s early Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Class Action and PAGA Settlement Agreement (“Agreement” or Settlement”), and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Class Members pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable and adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

1. Final Judgment is hereby entered in conformity with the Agreement and this Final Approval Order. Notice of entry of this Final Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Judgment shall be posted on the Administrator’s website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Judgment to individual Class Members. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a copy of this Final Judgment to the LWDA within 10 days after its entry.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Class:

All individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the Class Period.

The Class Period means the period of time from May 2, 2020, through July 20, 2024.

3. Plaintiffs are hereby confirmed as Class Representatives. Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Jeffery S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Nazo Koulloukian of Koul Law Firm, and Sahag Majarian, II of Law Offices of Sahag Majarian, II are hereby confirmed as Class Counsel.

4. The Class Notice was provided to the Class Members as set forth in the Settlement, which was approved by the Court on [REDACTED], and the notice process has been completed in conformity with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice was the best notice practicable under the circumstances. and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed the Class Members of their rights, and fully satisfied the requirements of California Rule of Court 3.769, and due process.

5. The Court finds that [REDACTED] Class Members objected to the Settlement, that [REDACTED] Class Members opted out of the Settlement, and that the [REDACTED] % participate rate in the Settlement supports final approval. The names of the Class Members that requested exclusion from the Settlement are [REDACTED].

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the Class Members are ascertainable and so numerous that joinder of all class members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the litigation; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy;



1 and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Class
2 Members.

3 8. The Court finds that given the absence of objections to the Settlement, this Order
4 shall be considered final as of the date of entry.

5 9. The Court finds that the Individual Class Payments, as provided for in the
6 Settlement, are fair, reasonable, and adequate, and orders the Administrator to distribute the
7 Individual Class Payments in conformity with the terms of the Settlement.

8 10. The Court orders Defendant States Logistics Services, Inc. ("Defendant") to
9 deposit the Gross Settlement Amount of \$1,149,500.00 with the Administrator, ILYM Group, Inc.,
10 within fourteen (14) days of the Effective Date.

11 11. The Court finds that Class Representative Service Payments in the amount of
12 \$10,000.00 each to the Plaintiffs, for a total of \$20,000.00, are reasonable in light of the risks and
13 burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and
14 prosecuting this matter on behalf of the Class. The Court finds that these payments are fair,
15 reasonable, and adequate, and orders that the Administrator make these payments in conformity
16 with the terms of the Settlement.

17 12.  The Court finds that attorneys' fees in the amount of \$383,166.67 and litigation
18 costs of \$  for Class Counsel are fair, reasonable, and adequate in light of the
19 common fund created by the Settlement. The Class Counsel Fees Payment shall be apportioned
20 among Class Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25%
21 to Koul Law Firm, and 25% to Law Offices of Sahag Majarian, II. The Class Counsel Litigation
22 Expenses Payment shall be allocated as follows: \$ _____ to Blumenthal Nordrehaug Bhowmik
23 De Blouw LLP, \$ _____ to Koul Law Firm, and \$ _____ to Law Offices of Sahag
24 Majarian, II. The Administrator is ordered to distribute these payments to Class Counsel in
25 conformity with the terms of the Settlement.

13. The Court orders that the Administrator shall be paid \$ _____ from the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be done until the completion of this matter and finds that sum appropriate. (b)(7)(D)

14. The Court finds that the PAGA Penalties payment to the in the amount of \$25,000.00 is fair, reasonable, and adequate. The PAGA Penalties amount shall be allocated 75% (\$18,750) as the LWDA PAGA Payment California Labor & Workforce Development Agency (“LWDA”), and 25% (\$6,250) to the Individual PAGA Payments to be distributed by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$6,250.00) 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” are all individuals who were employed by Defendant in the State of California and classified as a non-exempt employee at any time during the PAGA Period. The “PAGA Period” is July 6, 2020 to July 20, 2024. The LWDA was notified of the settlement and served with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Administrator is ordered to distribute this LWDA PAGA Payment and the Individual PAGA Payments in conformity with the terms of the Settlement.

15. This Court orders that any settlement checks shall be negotiable for 180 calendar days from the date of issuance of the check, and that any settlement checks that remain uncashed after 180 days after they are mailed shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, et seq., in the name of the Class Member to whom the check was issued.

16. As of the Effective Date and upon Defendant’s complete funding of the Gross Settlement Amount, Plaintiffs and each Class Members who has not submitted a valid and timely request for exclusion, shall fully release and discharge Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries (collectively, the “Released Parties”) as follows: All Participating Class Members will release all claims that were alleged, or reasonably could have been alleged, based

1 on facts stated in the Operative Complaint which occurred during the period of time from May 2,
2 2020 to July 20, 2024 (the “Class Period”) during employment in a non-exempt position in
3 California, which includes claims for failure to pay minimum wages, failure to pay overtime
4 wages, failure to provide required meal periods, failure to provide required rest periods, failure to
5 provide accurate itemized wage statements, failure to reimburse employees for required business
6 expenses, failure to provide wages when due, unfair competition based on these claims, and
7 derivative penalties (collectively, the “Released Class Claims”). In addition, all Aggrieved
8 Employees will release all claims for PAGA penalties that were alleged, or reasonable could have
9 been alleged, based on the facts stated in the Operative Complaint and PAGA Notices, which
10 occurred during the period of time from July 6, 2020 to July 20, 2024 (the “PAGA Period”) during
11 employment in a non-exempt position in California (“Released PAGA Claims”).

12 17. This document shall constitute a final judgment pursuant to California Rule of
13 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
14 approval hearing, the court must make and enter judgment. The judgment must include a
15 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
16 judgment. The court may not enter an order dismissing the action at the same time as, or after,
17 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
18 Approval Order, and this Judgment.

19 ///

20 18. Plaintiffs shall file a Final Disbursement Declaration on or before
21 [REDACTED]. A Non-Appearence Case Review Re: Filing of Final Disbursement
22 Declaration is set for [REDACTED], at [REDACTED].

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26
27 HON. LON HURWITZ
JUDGE, SUPERIOR COURT OF CALIFORNIA

28 [PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL
JUDGMENT

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California. Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973); Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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 Ehmann

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2018, California; 2004, Nevada
Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2011, California; 2016 Arizona
Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2012, California
Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxotica Retail N. Am. Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxotica 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);

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Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CIC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcoecer 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; Martínez-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. Advantix 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. Cytec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
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April 29, 2021
CA2388

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency States Logistics Services, Inc.
Online Filing Certified Mail #70200640000213197905

Daniel W. Monson
5650 Dolly Avenue
Buena Park, CA 90621

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 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 Defendant States Logistics Services, Inc. in California and classified as non-exempt employees during the time period of April 29, 2020 until a date as determined by the Court. Our offices represent Plaintiff Manuel Franco and other Aggrieved Employees in a lawsuit against States Logistics Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a warehouse associate from July of 2011 to January 14, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed

to timely provide Plaintiff and other Aggrieved Employees with their wages, including but not limited to the “Retro Reg” and “Retro 2.0” regular wage payments. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Defendant violated Section 226(a)(9) by failing to identify the correct rates of pay and number of hours worked, including for the “Gross Up Pay” item of pay, which was a wage payment. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 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 Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

EXHIBIT #4

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Attorney for Defendant
STATES LOGISTICS SERVICES, INC.

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

MANUEL FRANCO, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

STATES LOGISTICS SERVICES, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2022-01239095-CU-OE-CJC

*[Assigned for all purposes to the Hon. Lon
Hurwitz - Dept. CX103]*

**DECLARATION OF KIMBERLEY L.
LITZLER IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date:
Time:
Dept.: CX103

Complaint Filed: January 3, 2022
Status Conf. Date: February 5, 2025
Trial Date: None Set

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1. I am an attorney admitted to practice in the State of California. I am an attorney with the law firm Jackson Lewis P.C., counsel of record for Defendant States Logistics Services, Inc. (“Defendant”). The following is based on my personal knowledge, and my knowledge based on my review of and familiarity with the files and the documents in the above-captioned matter. If called as a witness, I could and would competently testify to the facts contained herein.

3. Neither I nor my clients are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of September, 2024, at Irvine, California. .

Kimberley L. Litzler