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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **IN AND FOR THE COUNTY OF LOS ANGELES**

16 ABEL YOUNG, an individual, on
17 behalf of himself and on behalf of all
18 persons similarly situated,

19 Plaintiff,

20 vs.

21 TABC, INC., a Corporation; and DOES
22 1 through 50, inclusive,

23 Defendants.

Case No. 22STCV25696

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

Hearing Date: December 21, 2023

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated August 7, 2023]

Judge: Hon. Lawrence P. Riff

Dept: SS-7

Date Filed: August 22, 2022

Trial Date: Not set

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

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

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

1 3. Summary of the Proposed Settlement.

2 (a) As consideration for this Settlement, the Gross Settlement Amount is Five Hundred Thousand
3 Dollars (\$500,000) to be paid by TABC, as set forth in the Agreement. The Gross Settlement Amount
4 will settle all issues pending in the Action between the Parties and will be made in full and final
5 settlement of the released claims. The Gross Settlement Amount includes all payments of Individual
6 Class Payments to the Participating Class Members, the Administration Expenses Payment to the
7 Administrator, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class
8 Counsel, the Class Representative Service Payment to Plaintiff, and the PAGA Penalties payment to the
9 California Labor and Workforce Development Agency (the “LWDA”) and the Allegedly Aggrieved
10 Employees.

11 (b) The Gross Settlement Amount does not include the employer’s share of payroll taxes which
12 will be separately paid by TABC. The Settlement is all-in with no reversion to TABC and no need for
13 Class Members to submit claim forms.

14 (c) Within twenty-three (23) days of the Settlement’s Effective Date, TABC shall deposit the
15 Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
16 Class Payments to Participating Class Members along with the other Court-approved distributions shall
17 be made by the Administrator within ten (10) days after TABC fully funds the Gross Settlement Amount.
18 (Agreement at ¶ 4.4.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
21 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment (the “Net Settlement Amount”) shall be allocated to Participating
23 Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.29 and 3.2.) From the Net
24 Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated
25 by (i) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all
26 Participating Class Members during the Class Period and (ii) multiplying the result by the Participating
27 Class Member's Class Workweeks. (Agreement at ¶ 3.2.4.) Class Workweeks will be calculated based
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1 on TABC's records and reported to Class Members in the Class Notice; however, Class Members will
2 have the right to challenge their number of Class Workweeks.

3 (e) Class Members may choose to opt out of the Settlement by following the directions in the
4 Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not "opt out" will be deemed
5 Participating Class Members and will be bound by the Settlement and will be entitled to receive an
6 Individual Class Payment. (Agreement at ¶ 7.5(c).) All Allegedly Aggrieved Employees, including any
7 who submit an opt-out request, still will receive an Individual PAGA Payment and will release the
8 Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 5.3 and 7.5.4.)
9 Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or
10 dispute their Workweeks. (Agreement at ¶¶ 7.6 and 7.7, Ex. A.)

11 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
12 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 4.4.1.)
13 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
14 checks sent to the California State Controller's Office, Unclaimed Property Division, in the name of the
15 Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of
16 Civil Procedure Section 384, subd. (b). (Agreement at ¶ 4.4.3.)

17 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
18 at ¶ 1.2.) From the Gross Settlement Amount, the Settlement Administrator will be paid for settlement
19 administration in an amount not to exceed \$11,500. As set forth in the Castro Decl. at ¶15, the fees and
20 costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
21 administration, are \$9,850.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
24 at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of Class Counsel
25 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2.2.) Subject to
26 Court approval, the Agreement provides for a payment of no more than \$10,000 to Plaintiff as the Class
27 Representative Service Payment. (Agreement at ¶ 3.2.1.) In support of this separate motion for
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1 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
2 support, for these requests, including lodestar.

3 (i) Subject to Court approval, Five Thousand Dollars (\$5,000) will be paid from the Gross
4 Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California Labor Code
5 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.* Pursuant to the express
6 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%
7 (\$5,750) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$1,250) allocated
8 to the Allegedly Aggrieved Employees and distributed as Individual PAGA Payments based on the
9 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2.5.) As set forth in the accompanying
10 proof of service, the LWDA has been served with this motion and the Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, finding that the settlement
13 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶¶ 11 and 12.) In sum, the
14 Settlement valued at \$500,000 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

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20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated August 7, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September
23 21, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which
24 provided each class member with the terms of the Settlement, including notice of the claims at issue and
25 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
26 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Declaration of Nick Castro ("Castro Decl.") at ¶ 7, Exh. A. In
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1 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in
2 its Preliminary Approval Order. Significantly, there have been no objections and no requests for
3 exclusion. Castro Decl. at ¶¶ 11-12. As such, nearly the entire Class will participate in the Settlement
4 and will be sent a settlement check. See Castro Decl. at ¶¶ 13-14.

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

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13 6. Procedural History of the Litigation

14 (a) On July 8, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under Labor
15 Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf
16 of Aggrieved Employees for various Labor Code violations. A true and correct copy of this PAGA
17 Notice, along with the amended PAGA Notice served on February 9, 2023, were attached to the Motion
18 for Preliminary Approval as Exhibit #4. On August 9, 2022, Plaintiff filed a class action Complaint
19 against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No.
20 22STCV25696 (the "Action"). This class action Complaint asserted class claims against Defendant for
21 alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave;
22 provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal
23 periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all
24 wages due to discharged and quitting employees; and asserted a claim under California Business and
25 Professions Code § 17200 et seq.

26 (b) On September 16, 2022, Plaintiff filed a Representative Action Complaint against TABC in
27 the Superior Court of the State of California, County of Los Angeles, Case No. 22LBCV00503, asserting
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1 a single claim against TABC under PAGA for alleged failure to pay all wages due, including minimum
2 wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period
3 premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish
4 accurate itemized wage statements; and pay all wages due to discharged and quitting employees
5 (hereinafter the "PAGA Action")

6 (c) Pursuant to the Parties' stipulation, on November 9, 2022, Plaintiff filed a First Amended
7 Complaint in the Action adding his claim under PAGA from the PAGA Action, and on December 23,
8 2022, the Court dismissed the PAGA Action in its entirety without prejudice. This First Amended Class
9 Action Complaint is referred to as the Operative Complaint. TABC denies the allegations in the
10 Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint
11 and denies any and all liability for the causes of action alleged.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
13 production of documents, class data, and other information, allowing for the full and complete analysis
14 of liabilities and defenses to the claims in the Action. Plaintiff performed extensive informal discovery,
15 which included the production and analysis of thousands of pages of documents. The information for
16 mediation obtained by Plaintiff included: (1) data concerning the composition of the class; (2) time and
17 payroll data for the class; (3) Defendant's wage and hour policies and job descriptions; (4) the
18 employment file for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such,
19 Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert
20 to prepare the valuations of the claims for the Class.

21 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
22 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
23 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have
24 engaged in substantial research and investigation in connection with the Action. Class Counsel has
25 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
26 to perform an analysis of the data and valuation of the claims.

27 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
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1 to mediation, the Parties engaged in the above investigation and the exchange of documents and
2 information in connection with the Action. On February 7, 2023, the Parties participated in an all-day
3 mediation presided over by Louis Marlin, a respected and experienced mediator of wage and hour class
4 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
5 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
6 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
7 At all times, the negotiations were arm's length and contentious.

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

22 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
23 the course of a year, Class Counsel diligently evaluated the Class Members' claims against Defendant.
24 Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with access to
25 necessary information for the Class. In addition, Class Counsel previously negotiated settlements with
26 other employers in actions involving nearly identical issues and analogous defenses. Based on the
27 foregoing data and their own independent investigation, evaluation and experience, Class Counsel
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1 believes that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable,
2 and adequate and is in the best interest of the Class in light of all known facts and circumstances,
3 including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

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5 7. History of Settlement Discussions

6 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
7 before an experienced and well-respected mediator. Defendant has expressly denied and continue to
8 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
9 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
10 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
11 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
12 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
13 litigated and certified similar claims against other employers.

14 (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and
15 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
16 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
17 Class, including time data, payroll data and data concerning the composition of the Class. Plaintiff
18 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
19 a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the Parties
20 agreed to this Settlement.

21 (c) From February 2023 to April 2023, the settlement agreement and exhibits thereto were
22 finalized and executed, and then presented by motion to this Court for preliminary approval. On August
23 7, 2023, the Court issued its Order granting preliminary approved of the settlement as fair and reasonable
24 to the Class.

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

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

2 (a) Here, a number of defenses asserted by TABC present serious threats to the claims of the
3 Plaintiff and the other Class Members. TABC maintains that its practices complied with all applicable
4 wage and hour laws. TABC maintains that all Class Members' work time was properly recorded and
5 compensated and that there was no miscalculation of the regular rate. TABC maintains that its meal and
6 rest period policies and practices provide Class Members with meal and rest periods that exceed the
7 requirements of California law. Specifically, TABC contends that meal periods were highly regimented,
8 that employees took 35-minute meal periods, and, if anything, TABC overpaid premiums by
9 automatically paying them for all short/late/missed meal periods reflected in the time records. Moreover,
10 the vast majority of Class Members work pursuant to a collective bargaining agreement that meets the
11 requirements of Labor Code §514, and thus precludes Plaintiff's and those Class Members' claims for
12 alleged unpaid overtime. As to expense reimbursement, TABC maintains that it did not fail to provide
13 reimbursement for necessary business expenses because, among other things, TABC provides its
14 employees with all necessary personal protective equipment, and employees are not required to use their
15 personal cell phones to perform their work. TABC maintains that the decisions in *Brinker v. Superior*
16 *Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003),
17 and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), seriously weaken Plaintiff's claims in
18 terms of liability and value, and preclude his claims from proceeding on a class or representative basis.
19 TABC also maintains that a good-faith dispute and absence of willfulness would negate the claims for
20 waiting time penalties and failure to provide accurate itemized wage statements. If successful, TABC's
21 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
22 these defenses could be overcome, TABC maintains these defenses have merit and therefore present a
23 serious risk to recovery by the Class.

24 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
25 to obtain class certification and thereby not recover on behalf of any employees other than himself.
26 TABC argued that the individual experience of each putative class member varied with respect to the
27 claims, which would preclude the claims from proceeding on a class or representative basis. For instance,
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1 Plaintiff's meal and rest period claims would require individualized inquiries into whether each employee
2 took a compliant meal or rest period on a given shift and, if not, why; and Plaintiff's off-the-clock claims
3 would require individualized inquiries into whether each employee ever performed off-the-clock work
4 and, if so, why. Plaintiff is aware of other cases where class certification of similar claims was denied.
5 *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims).
6 Finally, even if class certification was successful, as demonstrated by the California Supreme Court
7 decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles
8 to overcome for a class-wide recovery even where a class has been certified. While other cases have
9 approved class certification of wage and hour claims, class certification in this Action would have been
10 hotly disputed and was by no means a foregone conclusion.

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

26 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
27 to Plaintiff's claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of preliminary
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1 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
2 favorably to the value of the claims. The calculations to compensate for the amount due to the Class
3 Members at the time the Settlement was negotiated were calculated by Plaintiff's expert, Berger
4 Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and
5 determined the potential maximum damages for the class claims. For the Class, the maximum value of
6 the claim for unpaid wages due to the alleged miscalculation of the regular rate for meal premiums and
7 sick pay was \$63,793, the maximum value of the claim for unpaid wages due to alleged off-the-clock
8 work for COVID health screenings at 5 minutes per shift was \$598,991, the maximum potential damages
9 for alleged rest period violations were estimated to be \$1,188,550 based upon one violation per week,
10 and the maximum potential damages for the alleged failure to reimburse business expenses were
11 calculated to be \$50,040. In total, the damages for the Class were calculated to have a maximum
12 potential total value of \$1,901,374. In addition, Plaintiff calculated that the maximum value of the
13 potential waiting time penalties were \$292,723, and the maximum value of the potential wage statement
14 penalties were \$1,046,600.¹ Consequently, the Gross Settlement Amount represents more than 26% of
15 Plaintiff's calculation of the potential maximum damages at issue for the Class in this case, assuming
16 these amounts could all be proven in full at trial.² The above maximum calculations should then be
17 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
18 liability on all claims. Given the amount of the Settlement as compared to the potential value of the

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

² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Motion for Preliminary Approval at ¶ 33 of the Declaration of Kyle Nordrehaug.

1 claims, the Settlement is most certainly fair and reasonable.³

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. Currently, the maximum and average class member
5 allocation are \$1,252 and \$888, respectively. *See* Castro Decl. ¶ 14. Given the complexities of this case,
6 the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable
7 and adequate, and should be finally approved.

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

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14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for
18 a common fund settlement to be paid by Defendant TABC, Inc. ("Defendant") to the Class in the amount
19 of Five Hundred Thousand Dollars (\$500,000) (the "Gross Settlement Amount"). (Agreement at ¶ 1.22.)
20 As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
21 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2.2.) By this motion,

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

1 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
2 one-third of the Gross Settlement Amount.

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

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

13
14 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
15 Created for the Benefit of the Class

16 (a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to
17 one-third of the Gross Settlement Amount of \$500,000, which equals \$166,666 for attorneys’ fees. As
18 part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
19 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally,
20 Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
21 amount of \$10,000 as his service award under the Agreement.

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

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

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

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

22 (f) The Settlement was possible only because Class Counsel was able to convince
23 Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
24 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
25 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
26 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
27 the vigorous defense presented by counsel for Defendant. Over the nearly two years of litigation, Class
28

1 Counsel was required to invest substantial time and resources in investigation, litigation, the
2 determination of potential damages and communicating with and responding to opposing counsel's and
3 class members' requests and inquiries.

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

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

19 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal
20 to \$166,666 is also established by reference to Class Counsel's lodestar in this matter. The
21 contemporaneous billing records for Class Counsel evidence that through November 27, 2023, Class
22 Counsel's total lodestar is \$159,500, with significant additional fees still to be incurred to complete final
23 approval and the settlement process. The requested fee award is therefore currently equivalent to Class
24 Counsel's total lodestar with only a modest multiplier, and there will be additional lodestar incurred by
25 Class Counsel to complete the settlement process and manage the settlement distribution and reports.
26 Such a multiplier is well below the range of multipliers approved in other cases such as *Laffitte* and
27 *Vizcaino*. As a result, this Court may conclude that the requested award is fair and reasonable and is
28

1 justified under California law.

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

9 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
10 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
11 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
12 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
13 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
14 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
15 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
16 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
17 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
18 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
19 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
20 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
21 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
22 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
23 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
24 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
25 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
26 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
27 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
28

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

24 12. The contemporaneous billing records for Class Counsel evidence that through November
25 27, 2023, Class Counsel’s total lodestar is \$159,500.00, with significant additional fees still to be
26 incurred to complete final approval and the settlement process. The requested fee award is therefore
27 currently equivalent to Class Counsel’s total lodestar with only a modest multiplier of 1.04, and there will
28

1 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
2 settlement distribution and reports.. From July 25, 2022 to November 27, 2023, my firm worked on this
3 matter for over 206 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total
4 incurred lodestar for my firm in the amount of \$159,500. A detailed breakdown of the total fees and the
5 services performed by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel
6 will be performing significant additional work that is not included in this lodestar amount, including
7 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
8 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
9 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
10 community for similar work and, if this were a commercial matter, these are the charges that would be
11 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
12 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
13 Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
14 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
15 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
16 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
17 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
18 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
19 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
20 *MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
21 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
22 when compared within 21 other firms practicing in the Southern District of California.) This survey is
23 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
24 opposes these types of class claims. In another historical example, a few years ago Sheppard Mullin
25 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charged rates
26 as high as \$875 for partners and \$535 for associates. Similarly, in years past Paul Hastings, another
27 opposing counsel in these types of cases, charged between \$900 and \$750 for partners and \$755 and \$335
28

1 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these
2 examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage
3 of the fund is supported by the currently lodestar incurred with a negligible multiplier, which will be even
4 less by the completion of the settlement. This is comparable to the multiplier approved in other cases.
5 The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

6
7 Litigation Expenses

8 13. The Agreement provides at paragraph 3.2.2, that Class Counsel may seek a “Class Counsel
9 Litigation Expenses Payment of not more than \$25,000”. Class Counsel requests reimbursement for
10 incurred litigation expenses and costs in the amount of \$16,842.68 based upon counsel’s billing records
11 which evidence total expenses of \$16,842.68. The requested expense reimbursement is less than actual
12 expenses incurred. These litigation expenses include the expenses incurred for filing fees, mediation
13 expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal),
14 Caseanywhere charges, and Lexis research and document charges, all of which are costs normally billed
15 to and paid by the client.⁴ The details of the litigation expenses incurred are set forth the Blumenthal
16 billing statement attached hereto as Exhibit #3. These costs were reasonably incurred in the prosecution
17 of the Action.

18
19 Service Awards

20 14. For his service as the class representatives, Plaintiff should be awarded the agreed service
21 award of \$10,000 in accordance with the Agreement for their time, risk and effort expended on behalf
22 of the Class as the class representative. (Agreement at ¶ 3.2.1.) Defendant does not oppose this payment
23 and there have been no objections to the requested service award. The previously submitted Declaration
24

25
26 ⁴ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 of Plaintiff Young in support of this request is attached hereto as Exhibit #5. As the only representative
2 of the Class, Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked
3 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
4 searching for documents, working with counsel, and reviewing the settlement documentation. As set
5 forth in the Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement,
6 far beyond the class release. The Declaration of the Plaintiff details the involvement, stress and risks he
7 undertook as a result of this Action. Plaintiff also assumed the serious risk that he might possibly be
8 liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
9 future employers for having filed a class action on behalf of fellow former employees. Without the
10 Plaintiff’s participation, cooperation and information, no other employees would be receiving any
11 benefit. The payment of service awards to successful class representatives is appropriate and the amount
12 of \$10,000 is well within the currently awarded range for similar settlements. The requested award is
13 also reasonable by reference to the amounts that other California courts have found to be reasonable in
14 wage and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab.
15 Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v.*
16 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
17 class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal.
18 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
19 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
20 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
21 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case
22 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
23 *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
24 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
25 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award);
26 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
27 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case
28

1 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
2 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
3 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
4 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
5 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
6 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
7 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
8 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
9 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
10 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
11 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
12 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
13 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
14 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
15 Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v.*
16 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
17 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
18 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
19 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
20 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
21 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
22 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
23 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
24 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
25 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
26 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
27 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
28

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

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

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27 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

28 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 extremely competitive and highly litigious, conducting pre employment background checks has become
2 a necessity.”⁷

3 16. As a result, Class Counsel respectfully requests approval of the application for award of
4 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
5 expenses in the amount of \$16,842.68, and approval of the requested service award to the Plaintiff.

6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 27th day of November 2023, at San Diego, California.

9
10 */s/ Norman Blumenthal*
11 NORMAN B. BLUMENTHAL

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27 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-
28 have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

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FIRM RESUME

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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

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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

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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

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Admitted: 2012, California
Educated: University of California, Irvine; California Western School of Law

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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

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch’s Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc. (“TABC”). The Agreement refers to Plaintiff and TABC collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against TABC captioned “*ABEL YOUNG, an individual, on behalf of himself and on behalf of all persons similarly situated, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants, Case No. 22STCV25696, initiated on August 9, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.*”
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Allegedly Aggrieved Employees” means Class Members who worked for TABC in a non-exempt position in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former employees who worked for TABC in a non-exempt position in California at any time at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation,

their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and all related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in TABC’s possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Allegedly Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT-APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period of time from August 9, 2018 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.13. “Class Representative” means Plaintiff Abel Young, the named plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Actions, undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution of the Actions, and granting the release described in Paragraph 5.1 of the Agreement.
- 1.15. “Class Workweek” means any workweek falling within the Class Period during which a Class Member worked for TABC in a non-exempt position in California for at least one day.

- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendant” means TABC Inc.
- 1.18. “Effective Date” means the date by which all of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (ii) TABC has not exercised its right to withdraw from this Settlement pursuant to Paragraph 9; (iii) the Court enters the Judgment; and (iv) the Judgment becomes Final as defined in Paragraph 1.19.
- 1.19. “Final” means the last of the following dates, as applicable.
 - 1.19.1. The last date on which a notice of appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement may be filed, and none is filed.
 - 1.19.2. If a timely appeal from the Judgment on the Court’s Order Granting Final Approval of the Settlement is filed, the last of the following dates: (i) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed; (ii) the last date by which a petition for a writ of certiorari to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed; (iii) if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment,
- 1.20. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of the Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000), which is the total amount to be paid by TABC as provided by this Agreement

except as provided in Paragraph 8 below. The Gross Settlement Amount will cover (i) all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses Payment. The Gross Settlement Amount is an all-in amount without any reversion to TABC. TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments paid to Class Members shall be paid by TABC separately from, and in addition to, the Gross Settlement Amount.

- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks worked by the Participating Class Member during the Class Period.
- 1.24. "Individual PAGA Payment" means an Allegedly Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by the Allegedly Aggrieved Employee during the PAGA Period.
- 1.25. "ISP" means TABC's voluntarily individual settlement program conducted in December 2019, before the Action and PAGA Action (as defined in Paragraph 2.2 below) were filed, through which all Class Members who were employed as of that time, except one Class Member, released wage and hour claims.
- 1.26. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibit C-1 and Exhibit C-2 to this Agreement and incorporated by reference into this Agreement.
- 1.27. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA for its share of the settlement of claims for civil penalties under PAGA pursuant to Labor Code section 2699, subd. (i).
- 1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) Individual PAGA Payments, (ii) the LWDA PAGA Payment, (iii) the Class Representative Service Payment, (iv) the Class Counsel Fees Payment, (v) the Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The Net

Settlement Amount is to be paid to Participating Class Members on a pro rata basis as Individual Class Payments.

- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting to the Administrator a valid and timely Request for Exclusion.
- 1.31. “Operative Complaint” means the First Amended Class Action Complaint filed in the Action.
- 1.32. “PAGA” means the Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*
- 1.33. “PAGA Notice” means, collectively, Plaintiff’s letters to TABC and the LWDA dated July 8, 2022 and February 9, 2023 providing notice of his claims pursuant to California Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Pay Period” means any pay period falling within the PAGA Period during which an Allegedly Aggrieved Employee worked for TABC in a non-exempt position in California for at least one day.
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$5,000) to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, of which 25% (\$1,250) shall be allocated to the Allegedly Aggrieved Employees and 75% (\$3,750) shall be allocated to the LWDA.
- 1.36. “PAGA Period” means the period of time from July 11, 2021 through the earlier of (i) the date on which the Court grants preliminary approval of the Settlement or (ii) April 7, 2023.
- 1.37. “Participating Class Member” means a Class Member who does not submit to the Administrator a valid and timely Request for Exclusion.
- 1.38. “Plaintiff” means Abel Young, the named plaintiff in the Action.
- 1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, in substantially the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- 1.40. “Released Class Claims” means the claims being released by Participating Class Members as described in Paragraph 5.2 below.

- 1.41. “Released PAGA Claims” means the claims being released by the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees as described in Paragraph 5.3 below.
- 1.42. “Released Parties” means TABC and any present and former parents, subsidiaries and affiliated companies or entities, including but not limited to Toyota Motor North America, Inc., and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- 1.43. “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 as described in Paragraph 7.5.1 below.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “TABC’s Counsel” means Zachary P. Hutton and Anna M. Skaggs of Paul Hastings LLP.

2. RECITALS

- 2.1. On August 9, 2022, Plaintiff commenced this Action by filing a Complaint against TABC in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s Complaint asserted putative class claims against TABC for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees; and asserted a claim under California Business and Professions Code § 17200 *et seq.*
- 2.2. On September 16, 2022, Plaintiff filed a Representative Action Complaint against TABC in the Superior Court of the State of California, County of Los Angeles, captioned “*ABEL YOUNG, on behalf of the State of California, as a private attorney general, Plaintiff, vs. TABC, INC., a Corporation; and DOES 1 through 50, inclusive, Defendants,*” Case No. 22LBCV00503, asserting a claim against TABC under PAGA for alleged failure to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; and pay all wages due to discharged and quitting employees

(hereinafter the “PAGA Action”).

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to TABC and the LWDA by sending the PAGA Notice.
- 2.4. Pursuant to the Parties’ stipulation, on November 9, 2022, Plaintiff filed a First Amended Complaint in the Action adding his claim under PAGA from the PAGA Action, and on December 23, 2022, the Court dismissed the PAGA Action in its entirety without prejudice.
- 2.5. TABC 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.
- 2.6. On February 7, 2023, the Parties participated in an all-day mediation presided over by Lou Marlin, a respected mediator of wage and hour representative and class actions. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Actions and agreed to settle the Actions, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Understanding reached by the Parties following the mediation and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, TABC provided Plaintiff, through informal discovery, relevant documents and data, including relevant policies and communications and data reflecting the Class Members’ dates of employment, hours, and wages during the Class Period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. Plaintiff has not moved for, and the Court has not granted, class certification.
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by TABC that the claims in the Action or the PAGA Action have merit or that TABC has any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that TABC’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, TABC reserves the right to contest certification of any class for any reason and

reserves all available defenses to the claims in the Action.

- 2.10. The Parties, Class Counsel and TABC's 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. Subject to the terms and conditions of this Agreement, including Paragraph 8 and Paragraph 9 of this Agreement, TABC will pay \$500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated by the Settlement, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which shall be separately paid by TABC to the Administrator. TABC has no obligation to pay the Gross Settlement Amount (or any employer-side 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 Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TABC.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: A Class Representative Service Payment to Plaintiff of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive). TABC will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed \$10,000. As part of the motion for an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-

third (1/3) of the Gross Settlement Amount (currently estimated to be \$166,666.67), and a Class Counsel Litigation Expenses Payment of not more than \$25,000. TABC will not oppose Class Counsel's requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for an award of the Class Counsel Fees Payment and Class Counsel 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 of less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. TABC and the other Released Parties shall have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will report the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Forms 1099. 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 TABC harmless, and indemnifies TABC, from any dispute or controversy regarding any division or sharing of any of these payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$11,500 absent a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves an Administration Expenses Payment of less than \$11,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- 3.2.4. To Each Participating Class Member: Each Participating Class Member's Individual Class Payment will be calculated by (i) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (ii) multiplying the result by the Participating Class Member's Class Workweeks.
 - 3.2.4.1. Tax Treatment of Individual Class Payments. One-third (1/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be subject to tax withholding and will be reported by the Administrator on IRS

Form W-2. Two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be treated as a payment in settlement of the Participating Class Member's claims for all expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion will not be subject to wage withholdings and will be reported by the Administrator on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee-side taxes owed on their Individual Class Payments.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive Individual Class Payments. The Administrator will retain amounts that otherwise would have been payable to Non-Participating Class Members as Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (i) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (ii) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. The Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.5.3 The Administrator will report the Individual PAGA Payments on IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, TABC estimates that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period; and (iii) there are approximately 265 Allegedly Aggrieved Employees who worked a total of 15,261 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Within thirty (30) days after the Court grants Preliminary Approval of the Settlement, TABC 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. TABC 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which TABC 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. The Parties agree that keeping confidential the Class Member Information is in the best interest of the Class Members, as it will contain private and sensitive information such as Social Security numbers, and that keeping confidential the Class Member Information will not impede Class Counsel's ability to discharge their fiduciary duties.
- 4.3. Funding of the Gross Settlement Amount. Within three (3) days after the Settlement becomes Final, as defined in this Agreement, the Administrator will provide TABC with wire transfer information. Within twenty (20) days after the Administrator provides TABC with wire transfer information, TABC will fully fund the Gross Settlement Amount and the amounts necessary to fully pay TABC's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator.
- 4.4. Settlement Payments. Within ten (10) days after TABC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and will pay to itself the

Administration Expenses Payment.

- 4.4.1. 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 date when the check will be voided, which shall be 180 days after the date of mailing (the “void date”). 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 any whose Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees, including all Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including any whose Class Notice was returned undelivered). If a Participating Class Member also qualifies as an Allegedly Aggrieved Employee, the Administrator will send the Participating Class Member 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 Class Member’s Individual Class Payment check and/or Individual PAGA Payment check remains uncashed 120 days after its last mailing to the affected individual, the Administrator will send the individual a notice informing him or her that the check will expire and become non-negotiable if it is not cashed by the void date and offering to replace the check if it was lost or misplaced but not cashed.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
- 4.4.3. 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 State Controller’s Office, Unclaimed Property

Division, 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).

- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate TABC or any other Released Parties 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, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

- 5. RELEASES OF CLAIMS.** Effective on the date that TABC fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Allegedly Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

- 5.1. Plaintiff’s Release. In consideration of Plaintiff’s awarded Class Representative Payment, Plaintiff’s Individual Class Payment, Plaintiff’s Individual PAGA Payment, and the other terms and conditions of the Settlement, Plaintiff releases any and all known and unknown claims against TABC and the other Released Parties and expressly waives the protection of California Civil Code section 1542, 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.

(“Plaintiff’s Release”). Plaintiff’s Release does not, however, include Plaintiff’s threatened claims for discrimination, Fair Employment Housing Act violations, harassment, retaliation, or wrongful termination and Plaintiff’s Released Claims do not include any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, Social Security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.2. Participating Class Members' Release. In consideration of their Individual Class Payments, all Participating Class Members release any and all known and unknown claims against TABC and the other Released Parties that are asserted in the Operative Complaint or arise out of or reasonably relate to the facts alleged in the Operative Complaint that arose during the Class Period for claims that TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Released Class Claims"). The Released Class Claims do not include a release of any other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3. LWDA and Allegedly Aggrieved Employees' Release. In consideration for their awarded portions of the PAGA Penalties, the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees release any and all claims against TABC and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts in Plaintiff's PAGA Notice that, during the PAGA Period, TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include claims arising under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA Claims, and will receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion. The Released PAGA Claims

do not include a release of any other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

- 6. 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.
- 6.1. TABC's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, TABC will prepare and deliver to Class Counsel a signed Declaration confirming the number of Class Members who participated in the ISP; and, separately, will provide confirmation to Class Counsel of the number of workweeks worked by Class Members during the Class Period.
- 6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to TABC's 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 in substantially the form evidenced by Exhibit B to this Agreement; (iii) a draft proposed Class Notice in substantially the form evidenced by Exhibit A to this Agreement; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or TABC's Counsel; (v) a signed declaration from Plaintiff confirming his 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; (v) a signed declaration from Class Counsel attesting to their competency to represent the Class Members; their 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)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential

conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3. Responsibilities of Counsel. Class Counsel and TABC's Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval within a reasonable time after they finalize 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.
- 6.4. 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone or by email, 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 TABC's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1. 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 the Administration Expenses Payment. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices 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 Notices 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.

- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. 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.
- 7.4. Notice to Class Members.
 - 7.4.1. 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, Allegedly Aggrieved Employees, Class Workweeks, and PAGA Pay Periods reflected in the Class Data.
 - 7.4.2. Within fifteen (15) 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 (the “USPS”) mail, the Class Notice in substantially the form evidenced by Exhibit A to this Agreement, which prominently displays the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to Class Members, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate those amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3. Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notices to Class Members whose Class Notices are returned by the USPS a second time.

- 7.4.4. The deadlines for Class Members to submit Requests for Exclusion, challenges to the Class Workweeks and/or PAGA Pay Periods shown on their Notices of Estimated Settlement Award, and written objections will be as stated in Paragraphs 7.5.1, 7.6, and 7.7.2, respectively. In the event a Class Member's Class Notice is re-mailed, the Administrator will inform the Class Member of any extended deadline.
- 7.4.5. If the Administrator, the Parties, TABC's Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone or email, and in good faith, in an effort to agree on whether to include the persons as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise any options under this Agreement by not later than 14 days after receipt of the Class Notice or by the applicable deadline stated in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator a signed written Request for Exclusion by fax, email, or mail. Requests for Exclusion sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Requests for Exclusion sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). A Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or mailed by the applicable deadline set forth in this paragraph.
- 7.5.2. 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. 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 regarding the validity and/or authenticity of any Request for Exclusion shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. 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 releases under Paragraph 5.2 and Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is deemed to be 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 Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and will receive an Individual PAGA Payment.

7.5.5 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.

7.6. Challenges to Calculation of Class Workweeks and/or PAGA Pay Periods. If a Class Member disputes the number of Class Workweeks and/or PAGA Pay Periods shown on his or her Class Notice, the Class Member must challenge the allocation by sending to the Administrator, via fax, email or mail, the information that he or she contends is correct and any documentation the Class Member has to support his or her contention. Disputes sent by fax or email must be sent to the Administrator no later than forty-five (45) days after the Administrator mails the Class Notice; disputes sent by mail must be postmarked no later than forty-five (45) days after the Administrator mails the Class Notice. In the event of a dispute, TABC will have the right to review its payroll and

personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and TABC, the Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods shown on the Class Member's Notice of Estimated Settlement Award are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide to TABC's Counsel and Class Counsel copies of all Class Member challenges to the calculation of Class Workweeks and/or PAGA Pay Periods and the Administrator's determination as to such challenges.

7.7. Objections to Settlement.

- 7.7.1. 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 the amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and/or the Administration Expenses Payment.
- 7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. Objections sent by fax or email must be sent to the Administrator no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice); Objections sent by mail must be postmarked no later than sixty (60) days after the Administrator mails the Class Notice (or, if the Class Member's notice was returned to the Administrator as undeliverable, within forty-five (45) days of the re-mailing of the notice). The Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and TABC's Counsel, who shall then promptly file all such objections with the Court. Class Counsel and TABC's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other

evidence supporting the objection; and (iv) be sent by the applicable deadline set forth in this paragraph. The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, or in addition to a written objection, Class Members may appear before the Court (or hire an attorney to appear before the Court) at the Final Approval Hearing to orally object to the Settlement. Class Members who wish to object to the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment may do so by the deadline for opposing a motion for an award of those payments.

7.7.3. 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.

7.8. 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.

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

7.8.2. Requests 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 ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and TABC's Counsel a list containing (i) the names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List"); (ii) the names and other identifying information of Class Members who have submitted invalid and/or untimely Requests

for Exclusion; and (iii) copies of all Requests for Exclusion submitted (whether valid or invalid, timely or untimely).

- 7.8.3. Class Workweek and/or PAGA 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 concerning the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and TABC's Counsel that, among other things, tally the number of (i) Class Notices mailed or re-mailed, (ii) Class Notices returned undelivered, (iii) Requests for Exclusion (whether valid or invalid, timely or untimely) received, (iv) objections received, (v) challenges to the calculation of Class Workweeks and/or PAGA Pay Periods received and/or resolved, and (vi) checks mailed or re-mailed for Individual Class Payments and Individual PAGA Payments (the "Weekly Reports"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.5. Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Parties' joint Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and TABC's Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (whether valid or invalid, timely or untimely), and the number of written objections, and attaching 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) with the Court.
- 7.8.6. Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator will provide Class Counsel and TABC's Counsel with a final report detailing its disbursements, by employee identification

number only, of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and TABC's 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 with the Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **UNANTICIPATED INCREASE IN WORKWEEKS.** It is estimated that (i) there are approximately 311 Class Members who worked 58,321 workweeks during the Class Period; and (ii) after the ISP, there are 298 Class Members who worked 40,032 workweeks during the Class Period. Should the number of workweeks worked by Class Members during the Class Period be more than ten percent (10%) higher than the estimated number of workweeks (58,321), the Gross Settlement Amount will increase proportionately for each additional workweek in excess of that threshold.
9. **TABC'S RIGHT TO WITHDRAW.** If five percent (5%) or more of Class Members, or a number of Class Members whose Individual Class Payments would be worth five percent (5%) or more of the Net Settlement Amount as calculated, submit valid and timely Requests for Exclusion, TABC will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. TABC must exercise this right within fifteen (15) days after the Administrator provides to the Parties the Exclusion List, which the Administrator must do within ten (10) days after the deadline for submission of Requests for Exclusion. If TABC exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If TABC does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiff will move for an award of the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment pursuant to the Settlement, which TABC will not oppose.
10. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file with the Court the Parties' joint motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(I), a proposed Order Granting Final Approval of the Settlement in substantially the form evidenced by Exhibit C-1 to this Agreement, and a proposed Judgment in substantially the form evidenced by Exhibit C-2 to this Agreement

(collectively, the “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to TABC’s Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and TABC’s Counsel will meet and confer expeditiously and in good faith to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. 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 work together expeditiously and in good faith in an attempt 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 the 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.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under California Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of the Right to Appeal. Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, TABC, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Court to award the full Class Representative Service Payment, the Class Counsel Fees Payment and/or the

Class Counsel Litigation Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

- 10.5. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or TABC will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

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

12. **ADDITIONAL PROVISIONS**

- 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.

12.1.1. TABC denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action or the PAGA Action, that the claims asserted in the Action or the PAGA Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by TABC, or an admission by Plaintiff that any of his claims were non-meritorious or any defense asserted by TABC was meritorious. This Settlement and the fact that Plaintiff and TABC were willing to settle the Action will have no bearing on, and will

not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

12.1.2. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) TABC is liable to Plaintiff or the Class.

12.1.3. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to TABC or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against TABC or any of the Released Parties, in any further proceeding in the Action or the PAGA Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

12.1.4. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff and his attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and his attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, except as needed to inform the

Court of the status of the case.

- 12.3. No Solicitation. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement. 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.
- 12.4. Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 12.5. Attorney Authorization. Class Counsel and TABC's Counsel separately warrant and represent that they are authorized by Plaintiff and TABC, 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.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. Tax Advice. Neither Plaintiff, Class Counsel, TABC nor TABC's 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.

- 12.9. 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.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. 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.
- 12.12. 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.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and any copies and/or summaries of the Class Data provided to Class Counsel by TABC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for 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 disbursement of all Settlement funds, Plaintiff shall destroy all paper and electronic versions, if any, of Class Data received from TABC.
- 12.15. 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.
- 12.16. 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.

- 12.17. 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 Plaintiff 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
Email: norm@bamlawca.com
kyle@bamlawca.com

To TABC:

Zachary P. Hutton
Anna M. Skaggs
Paul Hastings LLP
101 California Street
Forty-Eighth Floor
San Francisco, California 94111
Tel.: (415) 856-7000
Fax.: (415) 856-7100
Email: zachhutton@paulhastings.com
annaskaggs@paulhastings.com

- 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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 provided that 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.
- 12.19. 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 California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.
- 12.20. Fair Settlement. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

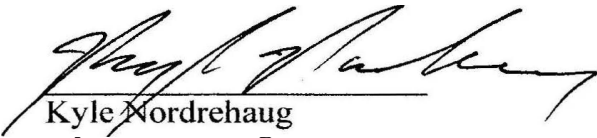
The Parties and their counsel hereby execute this Agreement.

Dated: Apr 27, 2023 
Abel S. Young (Apr 27, 2023 15:17 PDT)

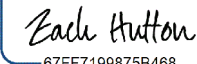
Plaintiff Abel Young

Dated: 4/7/2023 
DocuSigned by:
B2EA1FDD1AE845C...

Jane Howard-Martin
Authorized for Defendant TABC Inc.

Dated: 4/27/23 

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: 4/7/2023 
DocuSigned by:
67FF7199875B468...

Zachary P. Hutton
Paul Hastings LLP
Attorneys for Defendant TABC Inc.

EXHIBIT A

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

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

Young v. TABC Inc.

Los Angeles Superior Court, Case No. 22STCV25696

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

You may be eligible to receive money from an employee class action lawsuit (the "Action") against TABC Inc. ("TABC") for alleged wage and hour violations. The Action was filed by a former TABC employee named Abel Young ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of all current and former employees who worked for TABC in hourly ("non-exempt") positions in California during the Class Period (August 9, 2018 through April 7, 2023) ("Class Members"); and (2) penalties under the California Labor Code Private Attorneys General Act ("PAGA") for all current and former employees who worked for TABC in non-exempt positions in California during the PAGA Period (July 11, 2021 to April 7, 2023) ("Allegedly Aggrieved Employees").

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

Based on TABC's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$█ (less withholding) and your Individual PAGA Payment is estimated to be \$█. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to TABC's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work in a covered position during the PAGA Period.). These estimates are based on TABC's records showing that (1) during the Class Period, you worked █ workweeks for TABC in a non-exempt position in California ("Class Workweeks"); and (2) during the PAGA Period, you worked █ pay periods for TABC in a non-exempt position in California ("PAGA Pay Periods"). If you believe that you worked a different number of Class Workweeks and/or PAGA Pay Periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and (if applicable) an Individual PAGA Payment. However, as a Participating Class Member, you will give up your right to assert certain claims against TABC and other parties, as described in Section 3.9 of this Notice.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting to the Administrator a written and signed Request for Exclusion stating that you wish to opt out of the Settlement. If you opt out of the Settlement, you will not receive an Individual Class Payment, but you will preserve your right, if any, to personally pursue against TABC the claims described in Section 3.9 of this Notice. If you are an Allegedly Aggrieved Employee, you cannot opt out of the PAGA portion of the proposed Settlement; you will receive an Individual PAGA Payment and release the claims described in Section 3.10 of this Notice whether or not you opt out of the Class Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and (if you are an Allegedly Aggrieved Employee) an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against TABC that are covered by this Settlement.</p>
<p>You Can Opt Out of the Class Settlement but not the PAGA Settlement</p> <p>See Section 6 for the Deadline to Opt Out</p>	<p>If you don't want to participate in the proposed Class Settlement, you can opt out of that portion of the Settlement by sending the Administrator a written and signed Request for Exclusion. If your Request for Exclusion is valid and timely, you will be a Non-Participating Class Member and you will not be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. All Allegedly Aggrieved Employees will receive an Individual PAGA Payment and will give up their rights to pursue the Released PAGA Claims (defined in Section 3.10 below).</p>
<p>Participating Class Members Can Object to the Class Settlement but</p>	<p>All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of</p>

<p>not the PAGA Settlement</p> <p>See Section 7 for the Deadline to Submit Written Objections</p>	<p>the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the [date] Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Class Workweeks and/or PAGA Pay Periods</p> <p>See Section 4 for the Deadline to Submit Written Challenges</p>	<p>The amount of your Individual Class Payment depends on your number of Class Workweeks, and the amount of your Individual PAGA Payment (if any) depends on your number of PAGA Pay Periods. Your number of Class Workweeks and number of PAGA Pay Periods according to TABC’s records are stated above. If you disagree with either of these numbers, you must submit a challenge to the Administrator. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former TABC employee. The Action accuses TABC of violating California labor laws by failing to pay all wages due, including minimum wages, overtime wages, and paid sick leave; failing to provide meal and rest periods; failing to pay meal and rest period premiums at the regular rate of pay; failing to record meal periods; failing to reimburse necessary business expenses; failing to furnish accurate itemized wage statements; and failing to pay all wages due to discharged and quitting employees. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code § 2698, *et seq.*) (“PAGA”) and a claim under California Business and Professions Code § 17200 *et seq.*. Plaintiff is represented by attorneys in the Action: Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“Class Counsel”).

TABC strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether TABC or Plaintiff is correct on the merits. In the meantime, Plaintiff and TABC hired an experienced, neutral mediator and participated in an all-day mediation in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case), rather than continuing the expensive and time-consuming process of

litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and TABC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TABC does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TABC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. TABC will pay \$500,000 as the Gross Settlement Amount. TABC has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. If the Court grants Final Approval, TABC will fund the Gross Settlement not more than 23 days after the Judgment entered by the Court becomes Final (as defined in the Settlement).
2. Court-Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to one-third (1/3) of the Gross Settlement Amount (\$166,666.67) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Service Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$11,500 to the Administrator for services administering the Settlement.
 - D. Up to \$5,000 for PAGA Penalties, to be allocated 75% (\$3,750) to the LWDA PAGA Payment and 25% (\$1,250) to the Individual PAGA

Payments to the Allegedly Aggrieved Employees based on their PAGA Pay Periods.

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

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Class Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and TABC are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment to settlement of claims for taxable wages (the “Wage Portion”) and two-thirds (2/3) to settlement of claims for expense reimbursement, interest and penalties (the “Non-Wage Portion”). One hundred percent (100%) of the Individual PAGA Payments are in settlement of claims for civil penalties. The Wage Portions of Individual Class Payments are subject to withholdings and will be reported on IRS Forms W-2. The Non-Wage Portions of Individual Class Payments and the Individual PAGA Payments will be reported on IRS Forms 1099. TABC will separately pay employer payroll taxes owed on the Wage Portions of Individual Class Payments.

Although Plaintiff and TABC have agreed to these allocations, neither side is giving you any advice on whether any payments you may receive from the proposed Settlement are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued to Class Members will show the date when the check expires (the void date). If you don’t cash your check by the void date, it will be automatically cancelled, and the monies will be deposited with the California State Controller’s Office, Unclaimed Property Division, in your name. If the monies represented by your check are sent to the California State Controller’s Office, Unclaimed Property Division, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you submit a valid and timely Request for Exclusion to the Administrator. A Request for Exclusion is a letter prepared by you containing: (i) your name, address, telephone number, and the last four digits of your Social Security

number; (ii) a statement that you wish to exclude yourself from the Settlement; and (iii) your signature. To be timely, a Request for Exclusion must be:

- A. Faxed or emailed to the Administrator no later than 45 days after the date this Notice was sent to you; or
- B. Mailed with a postmark date no later than 45 days after the date this Notice was sent to you.

A Class Member who submits a valid and timely Request for Exclusion will be deemed a Non-Participating Class Member and will not receive an Individual Class Payment, but will preserve their rights to personally pursue wage and hour claims against TABC.

You cannot opt out of the PAGA portion of the Settlement. Class Members who are Allegedly Aggrieved Employees will receive an Individual PAGA Payment and will be bound by the release described in Section 3.10 of this Notice whether or not they submit a valid and timely Request for Exclusion.

- 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TABC have agreed that, in either case, the Settlement will be void, TABC will not pay any money, and Class Members will not release any claims against TABC.
- 8. Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges regarding their Class Workweeks and/or PAGA Pay Periods, mail (and re-mail, as necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- 9. Participating Class Members’ Release. After the Judgment is Final and TABC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes on the Wage Portions of Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that all Class Members who do not opt out by validly and timely excluding themselves from the Class Settlement will be bound by the release set forth below, and cannot sue, continue to sue, or be part of any other lawsuit against TABC or the other Released Parties (as defined in the Settlement) based on claims resolved by this Settlement.

All Participating Class Members will be bound by the following release:

In consideration of their Individual Class Payments, all Participating Class Members release any and all known and unknown claims against TABC and the

other Released Parties that are asserted in the Operative Complaint or arise out of or reasonably relate to the facts alleged in the Operative Complaint that arose during the Class Period for claims that TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees. The released claims include claims brought under California Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest (the "Released Class Claims"). The Released Class Claims do not include a release of any other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Allegedly Aggrieved Employees' Release. After the Judgment is Final and TABC has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes on the Wage Portions of Individual Class Payments, all Allegedly Aggrieved Employees will be barred from asserting against TABC and the other Released Parties the PAGA claims covered by the Settlement, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, will be bound by the release set forth below, and cannot sue, continue to sue, or participate in any other PAGA claim against TABC or the other Released Parties (as defined in the Settlement) based on claims resolved by this Settlement.

All Allegedly Aggrieved Employees will be bound by the following release:

In consideration for their awarded portions of the PAGA Penalties, the LWDA, on behalf of the State of California, and all Allegedly Aggrieved Employees release any and all claims against TABC and the other Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts in Plaintiff's PAGA Notice that, during the PAGA Period, TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized wage statements; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include claims arising under California Labor Code sections 201-204,

210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA Claims, and will receive an Individual PAGA Payment, regardless of whether they submit a valid and timely Request for Exclusion. The Released PAGA Claims do not include a release of any other claims, including Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (i) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (ii) multiplying the result by the number of Class Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (i) dividing \$1,250 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (ii) multiplying the result by the number of PAGA Pay Periods worked by each individual Allegedly Aggrieved Employee.
3. Class Workweek and/or PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in TABC's records, are stated above. If you submit your challenge to the Administrator by fax or email, you must do so by no later than **[45 days after initial mailing]**. If you submit your challenge by mail, it must be postmarked by no later than **[45 days after initial mailing]**. See Section 9 of this Notice for the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not validly and timely opt out). If the Participating Class Member is an Allegedly Aggrieved Employee, the single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. If any Non-Participating Class Member also qualifies as an Allegedly Aggrieved Employee, the Administrator will send the Non-Participating Class Member, by U.S. mail, a single check for his or her Individual PAGA Payment.

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

If you wish to exclude yourself from (opt out of) the Class Settlement, you must send the Administrator a Request for Exclusion, which is a written and signed letter with your name, current address, current telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as the “Young v. TABC Settlement,” and include your identifying information (full name, current address and telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. If your Request for Exclusion is sent by fax or email, it must be sent to the Administrator by no later than **45 days after initial mailing** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). If your Request for Exclusion is sent by mail, it must be postmarked by no later than **45 days after initial mailing** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). **Your Request for Exclusion will be invalid if it is not sent to the Administrator by the applicable deadline.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and TABC are asking the Court to approve. At least 16 court days before the Final Approval Hearing (which is set for **date of Final Approval Hearing**), Class Counsel and/or Plaintiff will file with the Court (1) a joint Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you

copies of these documents at no cost to you. You can also view them on the Administrator's website ([\[URL\]](#)) or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>; enter Case Number 22STCV25696).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. If your written objection is sent by fax or email, it must be sent to the Administrator by **no later than [60 days after initial mailing]** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). If your written objection is sent by mail, it must be postmarked by **no later than [60 days after initial mailing]** (or, if this Notice was returned to the Administrator as undeliverable and re-mailed, within 45 days of the date it was re-mailed). Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as the "Young v. TABC Settlement," include your name, current address, current telephone number, and approximate dates of employment with TABC, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at the Participating Class Member's own expense) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [\[date\]](#) at [\[time\]](#) in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and TABC's Counsel before making a decision. You can attend (or hire a lawyer to attend) in person or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([\[URL\]](#)) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TABC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to visit [\[Administrator Name\]](#)'s website: [\[URL\]](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or visit the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx>) and enter the Case Number for the Action (22STCV25696). You can also make an appointment

to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
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Fax: (858) 551-1232
Email: norm@bamlawca.com
kyle@bamlawca.com
Website: www.bamlawca.com

Administrator:

[Name of Company]
[Mailing Address]
Tel.: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Office, Unclaimed Property Division, website (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

[PROPOSED ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT]

Exhibit B

1 *[Counsel listed on next page]*
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 ABEL YOUNG, an individual, on behalf of
12 himself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 vs.

15 TABC, INC., a Corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.
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Case No. 22STCV25696

[PROPOSED] ORDER:

**(1) PRELIMINARILY APPROVING
PROPOSED SETTLEMENT;**

**(2) CONDITIONALLY CERTIFYING
SETTLEMENT CLASS;**

**(3) APPOINTING CLASS
REPRESENTATIVE, CLASS COUNSEL,
AND SETTLEMENT ADMINISTRATOR;**

**(4) APPROVING CLASS NOTICE AND
RELATED MATERIALS; AND**

**(5) SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set
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Exhibit B

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8 *Attorneys for Plaintiff Abel Young*

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Facsimile: 1(415) 856-7100

15 *Attorneys for Defendant TABC Inc.*

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Exhibit B

1 The joint motion of plaintiff Abel Young (“Plaintiff”) and defendant TABC Inc.
2 (“Defendant” or “TABC”) (together, the “Parties”) for Preliminary Approval of Class Action
3 Settlement (the “Motion”) came on regularly for hearing before this Court on
4 _____, 2023 at ____:____ a.m. / p.m. The Court, having considered the
5 proposed Settlement Agreement (the “Settlement”), attached as Exhibit 1 to the Declaration of
6 _____ filed concurrently with the Motion; having considered the Motion, Memorandum of
7 Points and Authorities in support thereof, and supporting declarations filed therewith, and any
8 argument presented at the hearing on the Motion; and good cause appearing, HEREBY
9 ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set
11 forth in the Settlement and finds its terms to be within the range of reasonableness of a
12 settlement that ultimately could be granted approval by the Court at a Final Approval Hearing.
13 For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and
14 that there is a sufficiently well-defined community of interest among the members of the Class in
15 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional
16 certification of the Class, which is defined as follows:

17 All current and former employees who worked for TABC in a non-exempt
18 position in California at any time from August 9, 2018 through [the date on
19 which the Court grants preliminary approval of the Settlement] [April 7,
2023].

20 2. For purposes of the Settlement, the Court designates plaintiff Abel Young as
21 Class Representative, and designates Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
22 Bhowmik, Nicholas J. De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De
23 Blouw LLP as Class Counsel.

24 3. The Court designates _____ as the third-party Settlement Administrator for
25 mailing notices.

26 4. The Court approves, as to form and content, the Court-Approved Notice of Class
27 Action Settlement and Hearing Date for Final Court Approval attached as Exhibit A to the
28 Settlement (the “Class Notice”).

Exhibit B

1 5. The Court finds that the form of notice to the Class Members regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to Class
3 Members, constitute the best notice practicable under the circumstances, and constitute valid,
4 due, and sufficient notice to all Settlement Class Members. The form and method of giving
5 notice complies fully with the requirements of California Code of Civil Procedure section 382,
6 California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
7 other applicable law.

8 6. The Court further approves the procedures for Class Members to opt out of or
9 object to the Settlement, as set forth in the Class Notice.

10 7. The procedures and requirements for filing objections in connection with the
11 Final Approval Hearing are intended to ensure the efficient administration of justice and the
12 orderly presentation of any Class Member's objection to the Settlement, in accordance with the
13 due process rights of all Settlement Class members.

14 8. The Court directs the Settlement Administrator to mail the Class Notice to the
15 Class Members in accordance with the terms of the Settlement.

16 9. The Notice shall provide at least 45 calendar days' notice from the date of initial
17 mailing for Class Members to opt out of the Settlement or submit disputes regarding the
18 information shown on their Notices of Estimated Settlement Share.

19 10. The Notice shall provide at least 60 calendar days' notice from the date of initial
20 mailing for Class Members to object to the Settlement.

21 11. The Final Approval Hearing on the question of whether the Settlement should be
22 finally approved as fair, reasonable, and adequate is scheduled in Department 7 of this Court,
23 located at 312 North Spring Street, Los Angeles, California 90012, on _____,
24 2023 at ____: ____ a.m. / p.m.

25 12. At the Final Approval Hearing, the Court will consider: (a) whether the
26 Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether
27 a judgment granting final approval of the Settlement should be entered; and (c) whether
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Exhibit B

1 Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses,
2 representative payment to Plaintiff, and settlement administration costs should be granted.

3 13. Counsel for the Parties shall file memoranda, declarations, or other statements
4 and materials in support of their request for final approval of the Settlement, attorneys' fees,
5 litigation expenses, Plaintiff's representative payment, and settlement administration costs prior
6 to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure
7 and the California Rules of Court.

8 14. An implementation schedule is below:

Event	Date
TABC to provide Class Member Data to Settlement Administrator no later than [30 days after preliminary approval]:	_____, 2023
Settlement Administrator to mail Class Notice to Class Members no later than [15 days after receiving Class Member Information]:	_____, 2023
Deadline for Class Members to opt out of the Settlement or submit disputes to the Settlement Administrator regarding Class Workweeks and/or PAGA Pay Periods information shown on Class Notices [45 days after mailing of Class Notice]:	_____, 2023
Deadline for Class Members to object to the Settlement [60 days after mailing of Class Notice]:	_____, 2023
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement:	_____, 2023
Final Approval Hearing:	_____, 2023

21
22 15. Pending the Final Approval Hearing, all proceedings in this action, other than
23 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
24 Order, are stayed.

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Exhibit B

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16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: _____, 2023

The Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT C-1
[PROPOSED ORDER GRANTING FINAL APPROVAL OF SETTLEMENT]

Exhibit C-1

1 [Counsel listed on next page]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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COUNTY OF LOS ANGELES

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11 ABEL YOUNG, an individual, on behalf of
12 himself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 vs.

15 TABC, INC., a Corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.

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Case No. 22STCV25696

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

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

Exhibit C-1

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Facsimile: 1(415) 856-7100

15 *Attorneys for Defendant TABC Inc.*

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Exhibit C-1

1 On [REDACTED], 2023, a hearing was held on the joint motion of plaintiff Abel Young
2 (“Plaintiff”) and defendant TABC Inc. (“Defendant” or “TABC”), for final approval of their
3 class settlement (the “Settlement”) and payments to the Labor and Workforce Development
4 Agency (“LWDA”) and the Settlement Administrator. [REDACTED] of Blumenthal Nordrehaug
5 Bhowmik De Blouw LLP appeared for Plaintiff, and Zachary P. Hutton of Paul Hastings LLP
6 appeared for TABC.

7 The parties have submitted their Settlement, which this Court preliminarily approved by
8 its [REDACTED], 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary
9 Approval Order, Class Members have been given notice of the terms of the Settlement and the
10 opportunity to comment on or object to it or to exclude themselves from its provisions.

11 Having received and considered the Settlement, the supporting papers filed by the parties,
12 and the evidence and argument received by the Court at the hearing before it entered the
13 Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants
14 final approval of the Settlement, and HEREBY ORDERS and MAKES DETERMINATIONS as
15 follows:

16 1. The certification of the following Class is confirmed for the purpose of entering a
17 settlement in this matter:

18 All current and former employees who worked for TABC in a non-exempt
19 position in California at any time from August 9, 2018 through [date of
20 preliminary approval] [April 7, 2023].

21 2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the
22 Class. The employee identification numbers of the individuals who timely submitted valid
23 requests for exclusion are listed in Exhibit [REDACTED] to the Declaration of [Settlement Administrator]
24 filed on [REDACTED], 2023.

25 3. The Court confirms the appointment of plaintiff Abel Young as Class
26 Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas
27 J. De Blouw and Christine LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
28 Counsel.

Exhibit C-1

1 4. Pursuant to the Preliminary Approval Order, a Court-Approved Notice of Class
2 Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”) was sent to
3 each Class Member by first-class mail. The Class Notice informed Class Members of the terms
4 of the Settlement, their right to receive an Individual Class Payment and/or Individual PAGA
5 Payment, their right to comment on or object to the Settlement or to opt out of the Settlement
6 and pursue their own remedies, and their right to appear in person or by counsel at the final
7 approval hearing and be heard regarding approval of the Settlement. Adequate periods of time
8 were provided by each of these procedures. **No Class Members** objected to the Settlement as
9 part of this notice process or stated an intent to appear at the final approval hearing.

10 5. The Court finds and determines that this notice procedure afforded adequate
11 protections to Class Members and provides the basis for the Court to make an informed decision
12 regarding approval of the Settlement based on the responses of Class Members. The Court finds
13 and determines that the notice provided in this case was the best notice practicable, which
14 satisfied the requirements of law and due process.

15 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
16 determines that the proposed class, as defined in the definitions section of the Settlement, meets
17 all of the legal requirements for class certification, and it is hereby ordered that the Class is
18 finally approved and certified as a class for purposes of the Settlement.

19 7. **[The Court overrules the objections raised by objecting Class Members.]**

20 8. The Court further finds and determines that the terms of the Settlement are fair,
21 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
22 not opted out will be bound by the Settlement, except that Allegedly Aggrieved Employees (as
23 defined in the Settlement, those who worked for TABC during the applicable PAGA period (July
24 11, 2021 through **[date of preliminary approval] [April 7, 2023]**)) will release the PAGA claims
25 released in the Settlement, and will receive a portion of the amount set aside for their share of the
26 settlement of civil penalties, regardless of whether they opt out of the Settlement. The
27 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
28 be and hereby are ordered to be consummated.

Exhibit C-1

1 9. The Court finds and determines that the Settlement payments to be paid to the
2 Class Members (including the Individual Class Payments to be paid to Class Members who did
3 not timely submit a valid Request for Exclusion and Individual PAGA Payments to be paid to all
4 Allegedly Aggrieved Employees), as provided for by the Settlement, are fair and reasonable.
5 The Court hereby grants final approval to and orders the payment of those amounts to be made
6 to the Class Members out of the Net Settlement Amount in accordance with the Settlement.

7 10. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
8 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to
9 PAGA, on the date the parties filed with the Court the motion seeking preliminary approval of
10 the Settlement, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of
11 the Settlement. The Court finds and determines that the notice of the Settlement complied with
12 the statutory requirements of PAGA.

13 11. The Court finds and determines that the resolution of the Released PAGA Claims
14 and the PAGA Penalties, which includes the payment to the LWDA of \$3,750 and the payment
15 to Allegedly Aggrieved Employees of \$1,250 as their respective shares of the settlement of civil
16 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval
17 to and orders that the payment of the PAGA Penalties be paid out of the Gross Settlement
18 Amount in accordance with the Settlement.

19 12. The Court finds and determines that the fees and expenses of [REDACTED] in
20 administering the Settlement, in the amount of \$ [REDACTED], are fair and reasonable. The Court
21 hereby grants final approval to and orders that the payment of approximately that amount be paid
22 out of the Gross Settlement Amount in accordance with the Settlement.

23 13. In addition to any recovery that Plaintiff may receive as his Settlement Share, and
24 in recognition of the Plaintiff’s efforts on behalf of the Class, the Court hereby approves the
25 payment of a Class Representative Service Payment to Plaintiff in the amount of \$10,000. This
26 amount shall be paid from the Gross Settlement Amount.

27 14. Pursuant to the authorities and argument presented to the Court, the Court
28 approves the payment of a Class Counsel Fees Payment to Class Counsel in the sum of

Exhibit C-1

1 \$166,666.67, plus a Class Counsel Litigation Expenses Payment in the amount of \$25,000.

2 These amounts shall be paid from the Gross Settlement Amount.

3 15. The parties are hereby ordered to comply with the terms of the Settlement.

4 16. Without affecting the finality of this order in any way, pursuant to California
5 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
6 interpretation, administration, implementation, effectuation, and enforcement of this order and
7 the Settlement.

8 **IT IS SO ORDERED.**

9
10 Dated: _____, 2023

11 The Honorable Lawrence P. Riff
12 Judge of the Superior Court

EXHIBIT C-2

[PROPOSED FINAL JUDGMENT]

Exhibit C-2

1 [Counsel listed on next page]
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 ABEL YOUNG, an individual, on behalf of
12 himself and on behalf of all persons similarly
situated,

13 Plaintiff,

14 vs.

15 TABC, INC., a Corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.
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Case No. 22STCV25696

[PROPOSED] FINAL JUDGMENT

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2022

FAC filed: November 9, 2022

Trial date: None set

Exhibit C-2

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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KYLE R. NORDREHAUG (SB# 205975)
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8 *Attorneys for Plaintiff Abel Young*

9
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San Francisco, California 94111
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Facsimile: 1(415) 856-7100

15 *Attorneys for Defendant TABC Inc.*

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Exhibit C-2

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order Granting Final
5 Approval of Settlement, plaintiff Abel Young (“Plaintiff”), and all members of the Class, shall
6 take nothing by their complaint in this Action.

7 2. Without affecting the finality of this judgment in any way, pursuant to California
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and
10 the Settlement.

11 3. Upon completion of administration of the Settlement, the Settlement
12 Administrator will provide written certification of such completion to the Court and counsel for
13 the parties. The Court sets a compliance hearing date of _____, at
14 _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be
15 filed no later than fourteen (14) days before this hearing.

16 4. The Court finds that in consideration of Plaintiff’s awarded Class Representative
17 Service Payment, Plaintiff’s Individual Class Payment, Plaintiff’s Individual PAGA Payment,
18 and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final
19 and is fully funded, except as provided below, Plaintiff releases any and all known and unknown
20 claims against TABC and any present and former parents, subsidiaries and affiliated companies
21 or entities, including but not limited to Toyota Motor North America, Inc., and their respective
22 officers, directors, employees, partners, shareholders and agents, and any other successors,
23 assigns and legal representatives and its related persons and entities (the “Released Parties”), and
24 waives the protection of California Civil Code section 1542, which provides: “A general release
25 does not extend to claims that the creditor or releasing party does not know or suspect to exist in
26 his or her favor at the time of executing the release and that, if known by him or her, would have
27 materially affected his or her settlement with the debtor or released party.” (“Plaintiff’s
28 Released Claims”). Plaintiff’s Released Claims do not, however, include Plaintiff’s threatened

Exhibit C-2

1 claims for discrimination, Fair Employment Housing Act violations, harassment, retaliation, or
2 wrongful termination and Plaintiff's Released Claims do not include any claims or actions to
3 enforce the Settlement Agreement, or to any claims for vested benefits, unemployment benefits,
4 disability benefits, Social Security benefits, workers' compensation benefits that arose at any
5 time, or based on occurrences outside the Class Period.

6 5. The Court finds that in consideration for their awarded Individual Class
7 Payments, as of the date the Settlement becomes Final and is fully funded, all Class Members
8 (other than those Class Members who timely and validly elected not to participate in the
9 Settlement) release any and all known and unknown claims against TABC and the Released
10 Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to
11 the facts alleged in the First Amended Complaint that arose during the period from August 9,
12 2018 through [date of preliminary approval] [June 7, 2021] (the "Class Period") for claims that
13 TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick
14 leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of
15 pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized
16 wage statements; or pay all wages due to discharged and quitting employees. The released
17 claims include claims brought under California Labor Code sections 201-204, 210, 218, 221,
18 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1,
19 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208,
20 and the Industrial Welfare Commission Wage Order. Such claims include claims for wages,
21 statutory penalties, civil penalties, or other relief under the California Labor Code, including
22 PAGA; relief from unfair competition under California Business and Professions Code section
23 17200 *et seq.*; attorneys' fees and costs; and interest (the "Class Members' Released Claims").
24 The Class Members' Released Claims do not include a release of any other claims, including
25 Plaintiff's individual claims, claims for vested benefits, wrongful termination, violation of the
26 Fair Employment and Housing Act, unemployment insurance, disability, Social Security,
27 workers' compensation, or claims based on facts occurring outside the Class Period.
28

Exhibit C-2

1 6. The Court finds that in consideration for their respective shares of the PAGA
2 Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California
3 and all Allegedly Aggrieved Employees release any and all claims against TABC and the other
4 Released Parties for civil penalties under PAGA that arise out of or reasonably relate to the facts
5 in the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during the period
6 from July 11, 2021 through [date of preliminary approval] [June 7, 2021] (the “PAGA Period”),
7 TABC failed to pay all wages due, including minimum wages, overtime wages, and paid sick
8 leave; provide meal and rest periods; pay meal and rest period premiums at the regular rate of
9 pay; record meal periods; reimburse necessary business expenses; furnish accurate itemized
10 wage statements; or pay all wages due to discharged and quitting employees (the “Released
11 PAGA Claims”). The Released PAGA Claims include claims arising under California Labor
12 Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558,
13 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare
14 Commission Wage Order. All Allegedly Aggrieved Employees will release the Released PAGA
15 Claims, and will receive an Individual PAGA Payment, regardless of whether they elect not to
16 participate in the Settlement. The Released PAGA Claims do not include a release of any other
17 claims, including Plaintiff’s individual claims, claims for vested benefits, wrongful termination,
18 violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social
19 Security, workers’ compensation, or claims based on facts occurring outside the PAGA Period.

20 7. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
21 except as otherwise provided in the Settlement, the Order Granting Final Approval of
22 Settlement, and this Judgment.

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Exhibit C-2

1 The Court enters final judgment in the Action in accordance with the Settlement and this
2 Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
3 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
4 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
5 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
6 law.

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

8 Dated: _____, 2023

9 _____
10 The Honorable Lawrence P. Riff
11 Judge of the Superior Court

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 11/27/2023
Due On: 12/27/2023

Abel Young
15542 Crossdale Avenue
Norwalk, CA 90650

CA2693

TABC, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/25/2022	Review and analyze original intake notes. Legal research regarding pending litigation against Defendant in state and federal court. Call with Plaintiff regarding status of case.	3.50	\$850.00	\$2,975.00
Service	06/26/2022	Analyze emails and docs form Plaintiff regarding retaliation and potential DFEH claims. Legal research regarding the same. Analyze exhaustion of administrative remedies under CBA and pre-emption issue. Call with Plaintiff.	3.70	\$850.00	\$3,145.00
Service	06/27/2022	Review and analyze employment file for legal claims. Analyze all pay statements for 226(a) violations and overtime claims. Conference with Plaintiff to discuss claims and facts for complaint.	4.50	\$850.00	\$3,825.00
Service	06/29/2022	Draft original complaint. Review facts and law. Analyze California Sec. of State business filings for Defendant and venue issues.	4.50	\$850.00	\$3,825.00
Service	07/01/2022	Review and analyze collective bargaining agreement and arbitration agreement. Legal research regarding LMRA and CBA pre-emption issues. Analyze previous decisions in related cases. Call with Plaintiff to discuss CBA issues.	3.90	\$850.00	\$3,315.00
Service	07/06/2022	Draft complaint. Finalize and send to Plaintiff for approval. Call with Plaintiff to discuss complaint terms and process of lawsuit.	4.50	\$850.00	\$3,825.00

Service	07/07/2022	Review facts and law. Draft internal case notes memo detailing claims and potential damages.	2.00	\$850.00	\$1,700.00
Service	07/25/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	08/02/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	08/07/2022	Review & analyze employment file documents/1198.5 response	2.50	\$675.00	\$1,687.50
Service	08/07/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	08/08/2022	Review, edit & finalize class action complaint draft for next day filing	2.75	\$675.00	\$1,856.25
Service	08/09/2022	Draft summons, civil case cover sheet & addendum/ statement of location re class case	0.60	\$675.00	\$405.00
Service	08/09/2022	Review & finalize class action complaint package; file in LA Sup. Ct.	0.70	\$675.00	\$472.50
Service	08/10/2022	Review court-returned documents; memo to firm re judicial/department assignment and status of initial case management conference re class case	0.50	\$675.00	\$337.50
Service	08/17/2022	Prepare initial documents for service of process; identify registered agent; send out for service re class case via knox	0.80	\$675.00	\$540.00
Service	08/24/2022	File Proof of Service of Summons re class case; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	09/02/2022	Receipt and review notice of appearance of Z. Hutton.	0.10	\$750.00	\$75.00
Service	09/15/2022	Draft PAGA only representative action complaint	4.00	\$675.00	\$2,700.00
Service	09/16/2022	Prepare summons, civil case cover sheet & addendum/ statement of location re paga action	0.50	\$675.00	\$337.50
Service	09/16/2022	Review, finalize & file paga action complaint in LA Sup.Ct.	0.60	\$675.00	\$405.00
Service	09/21/2022	Review court-returned documents; memo to firm re judicial/department assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	09/21/2022	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
Service	09/26/2022	Review and Analyze: review and analyze court's orders and docket; review complaint; review discovery; review correspondence between parties	3.20	\$750.00	\$2,400.00
Service	10/04/2022	Review and outline file for onboarding; multiple follow up correspondence.	0.80	\$550.00	\$440.00
Service	10/06/2022	Email to Z. Hutton re: meet and confer re: CMC and stipulation re: e-service provider.	0.30	\$750.00	\$225.00

Service	10/06/2022	Telephone call with Z. Hutton re: viability of claims, Ferra issue and PPE business expenses.	0.40	\$750.00	\$300.00
Service	10/06/2022	Email to Z. Hutton re: requested documents for assessment of possible mediation.	0.40	\$750.00	\$300.00
Service	10/06/2022	Review file for status of e-service; correspondence with AC regarding the same.	0.50	\$550.00	\$275.00
Service	10/06/2022	Email AGR re M&C with OPC to select e-service provider	0.30	\$250.00	\$75.00
Service	10/06/2022	Save email re MTC arb to file	0.20	\$250.00	\$50.00
Service	10/07/2022	Follow up correspondence with AC regarding e-service provider; review order.	0.30	\$550.00	\$165.00
Service	10/07/2022	Launch case on CaseAnywhere	0.50	\$250.00	\$125.00
Service	10/13/2022	Review and analyze Stipulation to Continue ISC and Stay Action; Discuss Stipulation with AJ in light of proposed mediator Lowe.	0.40	\$750.00	\$300.00
Service	10/13/2022	Email from/to Z. Hutton re: stipulation to stay pending mediation; Discuss with AJ stipulation and mediation dates; Revise and finalize stipulation to stay pending mediation.	0.60	\$750.00	\$450.00
Service	10/17/2022	Receive and review stipulation and order; review docket and draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	10/19/2022	Review and analyze Order Continuing ISC.	0.30	\$750.00	\$225.00
Service	10/19/2022	Receipt and review email from Z. Hutton re: total class members and mediation.	0.30	\$750.00	\$225.00
Service	10/19/2022	Review docket for status of ISC; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	10/20/2022	Receive and review notice from Court; draft follow up correspondence regarding appearance.	0.60	\$550.00	\$330.00
Service	10/21/2022	Draft service list; compile requested documents; multiple correspondence with mediator's office and opposing counsel.	0.70	\$550.00	\$385.00
Service	10/21/2022	Review file for documents in advance of mediation; correspondence with AC regarding the same.	1.00	\$550.00	\$550.00
Service	10/24/2022	Emails to/from Z. Hutton re: PAGA case, notice of related case and case law regarding demurrer in LASC.	0.50	\$750.00	\$375.00
Service	10/26/2022	Email to Z. Hutton re: stipulation to consolidate and agreement not to remove; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
Service	10/27/2022	Prepare initial documents for service of process re paga action; draft Notice & Acknowledgment of Receipt; send to Zach Hutton; instruct staff to send	0.80	\$675.00	\$540.00

hard copy via mail per code					
Service	10/27/2022	Telephone call from Z. Hutton re: consolidation, preemptory challenge and proposed stipulation.	0.40	\$750.00	\$300.00
Service	10/27/2022	Revise and finalize Stipulation to Consolidate PAGA and Class actions; Email to Z. Hutton re: same.	0.50	\$750.00	\$375.00
Service	10/28/2022	Lengthy meet and confer with Z. Hutton re: stipulation to consolidate versus amending complaint; Discuss with AJ re: same.	0.50	\$750.00	\$375.00
Service	11/01/2022	Email from Z. Hutton re: meet and confer re: amending the complaint versus stipulation to consolidate.	0.30	\$750.00	\$225.00
Service	11/01/2022	Email to Z. Hutton re: meet and confer and stipulation to file FAC.	0.20	\$750.00	\$150.00
Service	11/04/2022	Review file; draft First Amended Complaint	2.50	\$675.00	\$1,687.50
Service	11/07/2022	Draft Stipulation for Leave to File First Amended Complaint; Review and analyze First Amended Complaint; Discuss with AJ re: same.	0.80	\$750.00	\$600.00
Service	11/07/2022	Analyze amendment issues. Advise team leader on amendment issues.	2.00	\$895.00	\$1,790.00
Service	11/08/2022	Email to Z. Hutton re: Stipulation to Amend to File FACE and redlines to FAC.	0.70	\$750.00	\$525.00
Service	11/09/2022	Review and analyze Stipulation to Dismiss PAGA; Email to/from Z. Hutton re: same; Discuss with AJ re: same.	0.80	\$750.00	\$600.00
Service	11/11/2022	Prepare and file POS of summons w Notice & Acknowledgment of Receipt re paga action	0.60	\$675.00	\$405.00
Service	12/01/2022	Review file and docket for status of OSC hearing; follow up correspondence with AC regarding appearance.	0.40	\$550.00	\$220.00
Service	12/02/2022	Telephone call from A. Stagg re: OSC re POS and Stipulation to Dismiss.	0.50	\$750.00	\$375.00
Service	01/10/2023	Review and analyze data produced for mediation purposes. Review previous settlement against Defendant to determine overlap and truncated class period. Call with Plaintiff to discuss status on obtain facts for mediation brief.	4.60	\$850.00	\$3,910.00
Service	01/13/2023	Review pay stub exemplars for regular rate and 226(a) violations. Analyze code of federal regulations for overtime exclusions. Review wage and hour policy documents.	3.20	\$850.00	\$2,720.00
Service	01/19/2023	Revise and Finalize Mediation Confidentiality Agreement; Discuss with AJ re: expert signature on same.	0.60	\$750.00	\$450.00

Service	01/19/2023	Email from/to Z. Hutton re: revisions to Mediation Confidentiality Agreement.	0.30	\$750.00	\$225.00
Service	01/19/2023	Receipt and review Confidentiality Agreement signed by expert Bennet Berger.	0.30	\$750.00	\$225.00
Service	01/20/2023	Receipt and review confidential production for mediation.	0.40	\$750.00	\$300.00
Service	01/23/2023	Discuss mediation documents forwarded to expert with AJ and Andy.	0.20	\$750.00	\$150.00
Service	01/23/2023	Receive and review documents from Defendant; multiple correspondence with AB regarding expert review.	1.50	\$550.00	\$825.00
Service	01/23/2023	Confirm docs in order and bates stamped for mediation	0.50	\$250.00	\$125.00
Service	01/23/2023	Draft mediation brief. Review facts and law and settlement issues.	7.00	\$850.00	\$5,950.00
Service	01/27/2023	Review file and correspondence regarding related case; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	02/01/2023	Research previous settlements with similar claims and workweeks for mediation valuation. Analyze pre-emption arguments for union employee claims.	2.90	\$850.00	\$2,465.00
Service	02/02/2023	Review docs, analyze re settlement issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	02/03/2023	Review and outline file for claims; draft case management statement in PAGA action.	0.80	\$550.00	\$440.00
Service	02/03/2023	Multiple correspondence regarding amended complaint and dismissal; review docket.	0.50	\$550.00	\$275.00
Service	02/03/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/05/2023	Analyze all mediation materials including exhibits to mediation brief. Review and analyze expert damage and penalty report. Prepare for mediation.	3.00	\$850.00	\$2,550.00
Service	02/06/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/07/2023	Prep/appear for mediation.	10.00	\$895.00	\$8,950.00
Service	02/07/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	02/07/2023	Review and analyze MOU terms. Send to Plaintiff for signature. Follow up call and email to explain terms and obtain signature.	1.40	\$850.00	\$1,190.00
Service	02/08/2023	Review and analyze Memorandum of Understanding; Discuss with AJ and Kyle re Amended PAGA notice and amended pleadings.	0.80	\$750.00	\$600.00

Service	02/08/2023	Draft Amended PAGA notice.	0.70	\$750.00	\$525.00
Service	02/08/2023	Email to Z. Hutton re: redlines to Draft Amended PAGA notice.	0.30	\$750.00	\$225.00
Service	02/08/2023	Receive and review memorandum of understanding; multiple correspondence regarding settlement agreement and pleadings.	0.80	\$550.00	\$440.00
Service	02/08/2023	Review MOU, analyze re settlement issues. Advise CL.	2.00	\$995.00	\$1,990.00
Service	02/09/2023	Finalize Amended PAGA notice; Upload to LWDA website.	0.40	\$750.00	\$300.00
Service	02/15/2023	Draft Joint Case Management Statement; Email to Z. Hutton re: same.	0.60	\$750.00	\$450.00
Service	02/16/2023	Email from Z. Hutton re: Joint Case Management Statement.	0.20	\$750.00	\$150.00
Service	02/21/2023	Review and outline pleadings; begin drafting longform settlement agreement.	1.80	\$550.00	\$990.00
Service	02/21/2023	Review and outline file for status in advance of CMC; draft summary.	0.60	\$550.00	\$330.00
Service	02/22/2023	Complete draft of longform settlement agreement; correspondence with CTL regarding the same.	2.00	\$550.00	\$1,100.00
Service	02/23/2023	Review and analyze Order Continuing Status Conference.	0.30	\$750.00	\$225.00
Service	02/24/2023	Draft Long Form Settlement Agreement.	3.60	\$750.00	\$2,700.00
Service	02/27/2023	Review and analyze email from the clerk re: case management conference off calendar.	0.20	\$750.00	\$150.00
Service	02/27/2023	Receipt and review Initial Status Conference.	0.20	\$750.00	\$150.00
Service	02/27/2023	Review issues re agreement form; review emails; respond	0.50	\$950.00	\$475.00
Service	02/27/2023	Multiple correspondence regarding settlement agreement; review and outline revisions.	0.70	\$550.00	\$385.00
Service	02/27/2023	Review draft agreement, analyze re settlement issues.	2.00	\$995.00	\$1,990.00
Service	03/13/2023	Email to Z. Hutton re: revisions to long form settlement agreement.	0.30	\$750.00	\$225.00
Service	03/17/2023	Email from Z. Hutton re: revisions to long for settlement agreement.	0.20	\$750.00	\$150.00
Service	03/22/2023	Review and analyze Defendants' revisions to long form settlement agreement; Revise long for settlement agreement.	3.50	\$750.00	\$2,625.00
Service	04/05/2023	Review Defendant's draft Agreement; review revisions	1.50	\$950.00	\$1,425.00

		from CL; advise CL			
Service	04/05/2023	Email from Z. Hutton re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	04/05/2023	Revise Long Form Settlement Agreement; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
Service	04/06/2023	Review and analyze Defendant's revisions to Long Form Settlement Agreement.	1.50	\$750.00	\$1,125.00
Service	04/07/2023	Discuss with Kyle revisions to Long Form Settlement Agreement that do not include Declaration; Email form A. Skagg re: revisions to Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
Service	04/07/2023	Review agreement for final analyze. Advise KN.	3.00	\$995.00	\$2,985.00
Service	04/10/2023	Review and revise exhibits to settlement agreement; email Defendant	2.00	\$950.00	\$1,900.00
Service	04/25/2023	Review status; review signed agreement; prepare final class notice; memo to staff re execution of agreement	0.50	\$950.00	\$475.00
Service	04/25/2023	Review settlement agreement for conformity with MOU. Send agreement to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement payout.	1.30	\$850.00	\$1,105.00
Service	04/27/2023	work on settlement issues; prepare approval outline	0.50	\$950.00	\$475.00
Service	05/01/2023	Draft motion for preliminary approval; work on approval issues and compliance; analysis of valuation issues; research for motion; email Defendant; memo to staff re hearing	4.50	\$950.00	\$4,275.00
Service	05/12/2023	Email form A. Skagg re: Declaration per Settlement Agreement and Class Size and Workweeks.	0.30	\$750.00	\$225.00
Service	05/30/2023	Review and revise motion for prelim approval; research issue re claims; email revised motion to Defendant and discuss issue	3.25	\$950.00	\$3,087.50
Service	05/31/2023	Review file; draft declaration of Abel Young in support of motion for preliminary approval/service award request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	06/09/2023	Comm. w plaintiff Abel Young re preliminary approval motion	0.30	\$675.00	\$202.50
Service	06/12/2023	Review and revise motion; work on exhibits for motion; emails with ILYM	2.00	\$950.00	\$1,900.00
Service	06/12/2023	draft declaration ISO motion for preliminary app; email to Def	4.50	\$950.00	\$4,275.00
Service	06/13/2023	Review Defendant's revisions to the motion; revise the motion; respond to Defendant.	1.50	\$950.00	\$1,425.00

Service	06/14/2023	Review Defendant's revisions to declaration; revise declaration; respond to the Defendant	1.00	\$950.00	\$950.00
Service	06/15/2023	Review and revise motion; proof read and correct issues	1.00	\$950.00	\$950.00
Service	06/27/2023	Review and revise motion for preliminary approval; prepare motion for final; file and serve motion; serve LWDA; email Defendant	2.00	\$950.00	\$1,900.00
Service	07/27/2023	Court appearance - preliminary approval motion; prepare for hearing; review documents; revise proposed order and email to Def; memo to file	1.00	\$950.00	\$950.00
Service	07/27/2023	Prepare for filing approval hearing; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	07/27/2023	Prepare final revised proposed order; file and serve;	1.00	\$950.00	\$950.00
Service	07/27/2023	Email CTL re calendar deadlines to prepare MFA and AT's fees	0.20	\$250.00	\$50.00
Service	07/28/2023	pull docket and minute order; review and circulate	0.30	\$950.00	\$285.00
Service	08/08/2023	Review docket and signed order; review documents; memo to Admin with documents	0.75	\$950.00	\$712.50
Service	08/08/2023	Email from L. Mullins re: case manager for administration.	0.20	\$750.00	\$150.00
Service	08/09/2023	Email from N. Castro re: administration of settlement.	0.30	\$750.00	\$225.00
Service	08/09/2023	email to Admin re notice documents; review status to provide response	0.30	\$950.00	\$285.00
Service	08/10/2023	Email from N. Castro re: timeline of settlement administration.	0.20	\$750.00	\$150.00
Service	09/21/2023	Review Admin email and issues; review formatted documents; respond; review preliminary calculations and respond	0.75	\$950.00	\$712.50
Service	09/21/2023	Email from N. Castro re: mailing of class administration notices.	0.30	\$750.00	\$225.00
Service	10/24/2023	Review and analyze docket and preliminary approval order in preparation for final approval and fees motion; Discuss with Kyle re: same.	0.40	\$750.00	\$300.00
Service	11/07/2023	Ran fees/cost report in Clio and Tussman, saved in file, email CTL	0.20	\$250.00	\$50.00
Service	11/10/2023	Draft Memorandum of Points and Authorities in support of Motion for Final Approval and Motion for Fees; Review and analyze Preliminary Approval Order, Mediation and Damage Analysis in preparation for Final Approval motion.	5.30	\$750.00	\$3,975.00

Service	11/10/2023	Draft Notice of Motion for Final Approval and Motion for Fees.	0.70	\$750.00	\$525.00
Service	11/10/2023	Draft Proof of Service re Motion for Final Approval and Motion for Fees.	0.30	\$750.00	\$225.00
Service	11/10/2023	Run Table of Contents and Table of Authorities for Final Approval and Fees Motion	1.00	\$250.00	\$250.00
Service	11/11/2023	Review status and schedule; prepare prep work for approval motion; download drafts and review Admin report	0.50	\$950.00	\$475.00
Service	11/16/2023	Review and revise draft motion for final approval; review proposed order form and insert redlines; review Admin report and schedule; email Def; memo to staff.	2.50	\$950.00	\$2,375.00
Service	11/17/2023	Draft Declaration of Blumenthal in preparation for Motion for Final Approval and For Fees.	2.70	\$750.00	\$2,025.00
Service	11/21/2023	Review status and recent Admin report; memo to Admin re declaration.	0.25	\$950.00	\$237.50
Service	11/21/2023	Email from N. Castro re: Status Report; Review and analyze Status Report.	0.30	\$750.00	\$225.00
Service	11/22/2023	Review Admin decl; prepare comments and email back to Admin.	0.60	\$950.00	\$570.00
Service	11/22/2023	Review and revise motion per Defendant comments; review and revise declaration ISO motion; review billing for accuracy; memo to staff	2.75	\$950.00	\$2,612.50
Service	11/27/2023	Review and revise motion for final approval; prepare proposed order nad judgment; prepare motion and exhibits for filing; file and serve motion; serve LWDA.	2.75	\$950.00	\$2,612.50

Services Subtotal \$159,500.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/08/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	08/10/2022	Onelegal/Filing Fee	1.00	\$1,494.53	\$1,494.53
Expense	08/24/2022	Onelegal Fee/Filing Fee	1.00	\$17.19	\$17.19
Expense	08/25/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$128.55	\$128.55
Expense	09/21/2022	Court/Onelegal Fees	1.00	\$465.03	\$465.03
Expense	10/24/2022	Mediation Fees - Louis Marlin	1.00	\$7,000.00	\$7,000.00

Expense	11/10/2022	One Legal Filing - Amended Complaint.	1.00	\$17.10	\$17.10
Expense	11/10/2022	One Legal Filing -Stipulation and Order.	1.00	\$33.46	\$33.46
Expense	11/14/2022	OneLegal/Filing Fee	1.00	\$21.31	\$21.31
Expense	11/16/2022	Court Fee/OneLegal Fee	1.00	\$41.95	\$41.95
Expense	01/09/2023	Case Anywhere Fee	1.00	\$137.55	\$137.55
Expense	02/08/2023	Berger Consulting	1.00	\$5,200.00	\$5,200.00
Expense	03/01/2023	Lexis Nexis.	1.00	\$91.00	\$91.00
Expense	04/16/2023	Case Anywhere Fees.	1.00	\$135.00	\$135.00
Expense	06/02/2023	Lexisnexis	1.00	\$312.00	\$312.00
Expense	06/28/2023	Filing fee - one legal - motion	1.00	\$79.43	\$79.43
Expense	07/03/2023	Case Anywhere Fees.	1.00	\$171.00	\$171.00
Expense	07/03/2023	Lexis Nexis	1.00	\$231.00	\$231.00
Expense	07/28/2023	Filing fee - one legal - proposed order	1.00	\$17.66	\$17.66
Expense	08/02/2023	LexisNexis	1.00	\$353.00	\$353.00
Expense	08/11/2023	Filing fee - one legal - proposed order - courtesy copy delivery	1.00	\$51.48	\$51.48
Expense	09/01/2023	Lexis Nexis	1.00	\$323.00	\$323.00
Expense	10/02/2023	LexisNexis	1.00	\$198.00	\$198.00
Expense	10/05/2023	Case Anywhere Fee.	1.00	\$147.00	\$147.00
Expense	11/27/2023	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$16,842.68

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	12.0	\$895.00	\$10,740.00
Norm Blumenthal	9.0	\$995.00	\$8,955.00
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Nicholas De Blouw	50.0	\$850.00	\$42,500.00
Ricardo Ehmann	21.8	\$675.00	\$14,715.00
Christine LeVu	35.7	\$750.00	\$26,775.00
Kyle Nordrehaug	38.2	\$950.00	\$36,290.00
Victoria Rivapalacio	3.2	\$750.00	\$2,400.00

Andrew Ronan	14.6	\$550.00	\$8,030.00
Adolfo Sanchez Contreras	2.7	\$250.00	\$675.00
Yesenia Silva	0.2	\$250.00	\$50.00
		Subtotal	\$176,342.68
		Total	\$176,342.68

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/27/2023	\$176,342.68	\$0.00	\$176,342.68
			Outstanding Balance	\$176,342.68
			Total Amount Outstanding	\$176,342.68

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #5

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **COUNTY OF LOS ANGELES**

9
10
11 ABEL YOUNG, an individual, on behalf of)
himself and on behalf of all persons similarly)
12 situated,

13 Plaintiff,

14 vs.

15 TABC, INC., a Corporation; and DOES 1
16 through 50, inclusive,

17 Defendants.

Case No. 22STCV25696

**DECLARATION OF ABEL YOUNG IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: August 22, 2022
Trial Date: Not set

1 I, Abel Young, declare as follows:

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

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

9 3. I worked for TABC, Inc. ("TABC") in California from 1995 to September of 2021
10 and again from March of 2022 to May 26, 2022 and was classified by TABC as a non-exempt
11 employee during that time period.
12

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

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, while I
23 did receive many meal period premium payments for non-compliant meal breaks, the payments
24 should have factored in certain incentive pay (eg. shift differentials, bonuses) but did not and
25 therefore my meal period premiums were less than they should have been. I was also not paid for
26 the time I spent performing a company-required Daily Health Screen which had to be performed
27

1 before clocking in. In addition, I had to use my personal cell phone for work-related purposes but
2 was not reimbursed for the reasonable costs I incurred.

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

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

19 8. I understood that being a plaintiff/class representative in this case meant that I
20 was seeking damages not only for myself but also other current and/or former non-exempt
21 employees working for TABC in California. I felt that these individuals were not aware of their
22 labor law rights and even if they were they would probably be apprehensive about speaking up or
23 even simply because of the time, effort and risk involved in filing a class action lawsuit.
24

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by TABC to defend this lawsuit. Also, I
2 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold
3 it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it
4 would not be difficult for a future employer to become aware that I sued a former employer for
5 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
6 rights and the rights of others regardless of the risks, time and effort I spent on this case.
7

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

11 11. A mediation took place on February 7, 2023 with Lou Marlin, a well-respected
12 and experienced mediator of wage and hour class actions. After the all-day mediation session
13 the parties agreed to settle the action. I communicated with my attorneys regarding the terms of
14 the settlement which was reached between the parties and understood that I was representing
15 absent class members and therefore wanted the best possible result to be obtained for the class
16 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
17 signed the Memorandum of Understanding on February 7, 2023 and when the final settlement
18 papers were ready, I closely reviewed the Settlement Agreement which I signed on April 27,
19 2023.
20
21

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
25 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
26 up until this point. I believe I have been diligent and have done what is expected of a named
27

1 plaintiff and a proposed class representative to date, and will continue to do so. I have and
2 always will maintain the best interest of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement.
5 I know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

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

17 15. As part of the settlement it was necessary for me to sign a general release of
18 claims I may have against TABC. I believe the Class Representative Service Payment I have
19 requested provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying TABC's costs in the event
23 we did not win the case, the reputational risk that future employers may hold this lawsuit against
24 me, the general release, and in light of the size of the settlement, I believe the request for \$10,000

25 ///

26 ///

1 as a Class Representative service payment is fair and reasonable.

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

4 Executed on Jun 1, 2023, at NORWALK, CALIFORNIA.
5 (city, state)

6 Abel S. Young
7 Abel S. Young (Jun 1, 2023 02:54 PDT)
8 Abel Young

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