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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF SACRAMENTO**

15 ADRIAN AGUIRRE, an individual, on
16 behalf of himself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 HEADLANDS VENTURES, LLC., a
21 California Limited Liability Company; and
22 DOES 1 through 50, Inclusive,

23 Defendants.

Case No. 34-2021-00297290-CU-OE-GDS

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

Hearing Date: January 27, 2023
Hearing Time: 9:00 a.m.
Reservation No. 2690820

Judge: Hon. Jill H. Talley
Dept. 25

Action Filed: March 24, 2021
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Adrian Aguirre (“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
6 herein.

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant Headlands Ventures, LLC (“Defendant”),
9 and seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action
10 with Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is
11 comprised of “all individuals employed by Defendant in California as hourly-paid, non-exempt
12 employees at any time during the Class Period”, which is the period of time from March 24, 2017
13 through Jul 31, 2022; (3) provisionally appointing Plaintiff as the representatives of the Class; (4)
14 provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of
15 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the
16 form and method for providing class-wide notice; (6) directing that notice of the proposed
17 settlement be given to the class; (7) appointing ILYM Group as Settlement Administrator, and
18 (8) scheduling a final approval hearing date to consider Plaintiff’s motion for final approval of the
19 settlement and entry of the Judgment, and Plaintiff’s motion for approval of attorneys' fees and
20 expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action Settlement
21 Agreement ("Agreement") along with exhibits thereto. This Declaration incorporates by reference
22 the definitions in the Agreement, and all terms defined therein shall have the same meaning as set
23 forth in the Agreement.

24

25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
27 Six Hundred Thousand Dollars (\$1,600,000) to be paid by Defendant, as set forth in the Agreement.
28 The Gross Settlement Amount will settle all issues pending in the Action between the Parties and

1 will be made in full and final settlement of the Released Class Claims. The Gross Settlement
2 Amount includes all payments of Settlement Shares to the Participating Class Members, Settlement
3 Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses
4 Payment, Class Representative Service Payment, and the PAGA Payment. The Gross Settlement
5 Amount does not include the employer's share of payroll taxes which will be separately paid by
6 Defendant. The Settlement is all-in with no reversion to Defendant and no need to submit a claim
7 form.

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

13 5. On April 21, 2022, the Parties participated in an all-day mediation session presided
14 over by Jeff Ross, Esq., a respected and experienced mediator of wage and hour class actions. In
15 preparation for the mediation, Defendant provided Class Counsel with necessary information for the
16 members of the Class, including time data, payroll data and data concerning the composition of the
17 Class. Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and
18 prepared and submitted a mediation brief and damage valuation to the Mediator. Following this all-
19 day mediation, the Parties agreed to this Settlement. The final settlement terms were negotiated and
20 set forth in the Agreement now presented for this Court's approval.

21 6. For the 580 Class members who worked 40,000 work weeks, the Gross Settlement
22 Amount provides an average value of \$2,758 per Class Member and \$40 per work week, and after
23 deductions, the Net Settlement Amount provides an average recovery of \$1,701 per Class Member
24 and \$24.66 per work week. The calculations to compensate for the amount due to the Class
25 Members at the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger
26 Consulting, in advance of mediation. For the individuals whose claims are at issue in this Actions,
27 Plaintiff analyzed the data for putative class members and determined the potential maximum
28 damages for the class claims. For the Class, Plaintiff evaluated that the claim for unpaid overtime

1 wages due to the alleged miscalculation of the regular rate was potentially \$49,020, the maximum
2 potential meal period damages, based upon a maximum 58% violation rate and after deducting meal
3 premiums paid by Defendant, were estimated to be \$1,765,433, the maximum potential rest period
4 damages were estimated to be \$2,949,109 based upon a 100% violation rate, and the maximum
5 potential damages for failure to provide expense reimbursement for cell-phones was calculated to
6 be \$299,700 using \$30 per month in unreimbursed cell phone expense. In total, the damages for the
7 Class were calculated to have a maximum potential total value of \$5,063,261. In addition, Plaintiff
8 calculated that the maximum value of the potential waiting time penalties were \$1,465,049, and the
9 maximum value of the potential wage statement penalties were \$943,550. These wage statement
10 and waiting time penalties claims potentially had a much smaller value or no value, even if damages
11 were awarded, to the extent that they are only derivative of the meal and rest break claims.¹
12 Consequently, the Gross Settlement Amount represents more than 31% of the value of the potential
13 maximum damages at issue for the Class in this case, assuming these amounts could all be proven
14 in full at trial.² The above maximum calculations should then be adjusted in consideration for both
15 the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
16 amount of the Settlement as compared to the potential value of the claims, the Settlement is most

18 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
19 226, at mediation Plaintiff recognized that these claims were subject to various defenses asserted by
20 Defendants, including, but not limited to, a good faith dispute defense as to whether any premium
21 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff
22 were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)
23 ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as
24 to whether and when the wages were due."). Additionally, at the time of mediation, Courts had held
25 that violations of the meal and rest period regulations, which require payment of a "premium wage"
26 for each improper meal period, do **not** give rise to claims under sections 203 and 226. *See e.g. Ling*
v. P.F. Chang's China Bisto, Inc., 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon*
Plastics, Inc., 22 Cal. App. 5th 1308, 1336 (2018). As a result, the viability of Plaintiff's claims on
these theories was uncertain at the time the settlement was negotiated, even though the Supreme
Court subsequently ruled in May 2022 that meal and rest period violations could give rise to a claim
under Section 203.

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

1 certainly fair and reasonable.

2
3 Procedural History of the Litigation

4 7. On March 24, 2021, Plaintiff filed a Complaint against Defendant in the Superior
5 Court of the State of California, County of Sacramento. The Action asserted claims against
6 Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
7 failure to pay overtime wages in violation of Cal. Labor Code § 510; (3) failure to pay minimum
8 wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (4) failure to provide
9 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
10 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
11 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to
12 reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure
13 to provide wages at termination in violation of Cal. Lab. Code § 201, 202, and 203; (9) wrongful
14 termination in violation of public policy; and (10) violated the Private Attorney General Act, Cal.
15 Labor Code §§ 2698, et seq. (“PAGA”).

16 8. On June 29, 2021, Defendant filed an Answer to Plaintiff’s Complaint and many
17 affirmative defenses.

18 9. Over the course of litigation, the Parties engaged in the investigation of the claims,
19 including production of documents, class data, and other information, allowing for the full and
20 complete analysis of liabilities and defenses to the claims in the Action. The information for
21 mediation obtained by Plaintiff included: (1) time punch data showing employees’ meal periods and
22 their time worked; (2) Payroll data for employees; (3) Defendant’s employee wage and hour
23 policies; (5) the employment files for the Plaintiff; and, (7) samples of wage statements provided by
24 Defendant. As such, Class Counsel received the data and information for the Class, which was
25 sufficient for Plaintiffs’ expert to prepare the valuations of the claims for the Class.

26 10. The data analyzed by Plaintiff and Plaintiff’s expert included the data for 566 Class
27 Members and 144,318 shifts worked by the Class. As such, this analysis covered nearly the entire
28

1 Class and their shift worked as this was greater than 97% of the Class. With this level of data
2 production, the confidence level of Plaintiff's analysis is very high.

3 11. Plaintiff and Defendant agreed to discuss resolution of the Action through a
4 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
5 documents and information in connection with the Action. On April 21, 2022, the Parties
6 participated in an all-day mediation presided over by Jeff Ross, a respected and experienced
7 mediator of wage and hour class actions. At the conclusion of the mediation, each side, represented
8 by its respective counsel, ultimately were able to agree to settle the Action based on a mediator's
9 proposal which was memorialized in the form of a Memorandum of Understanding. At all times,
10 the negotiations were arm's length and contentious.

11 12. The Parties continued to negotiate the terms of the settlement and prepared the long
12 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all
13 individuals employed by Defendant in California as hourly-paid, non-exempt employees at any time
14 during the Class Period." (Agreement at ¶ I(3).) The Class Period is from March 24, 2017 through
15 July 31, 2022. (Agreement at ¶ I(10).) The Class consists of approximately 580 Class Members
16 who worked approximately 40,000 weeks. (Agreement at ¶ III(36)(e).) The Agreement includes an
17 escalator clause to increase the Gross Settlement Amount should the workweeks increase by more
18 than 10% above 40,000.

19 13. Although a settlement has been reached, Defendant denies any liability or
20 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
21 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
22 contends, among other things, that it has correctly compensated the Class Members and complied at
23 all times with the California Labor Code, applicable Wage Order, and all other laws and
24 regulations. Further, Defendant contends that class certification would be inappropriate for any
25 reason other than for settlement. Plaintiff contends that Defendant violated California wage and
26 hour laws. Plaintiff further contends that the Action is appropriate for class certification on the
27 basis that the claims meet the requisites for class certification. Without admitting that class
28 certification is proper, Defendant has stipulated that the above Class may be certified for settlement

1 purposes only. (Agreement at ¶ II(33).) The Parties agree that certification for settlement purposes
2 is not an admission that class certification would be proper if the class certification issue were
3 litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence that
4 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
5 Parties stipulate and agree that the requisites for establishing class certification with respect to the
6 Class are satisfied.

7 14. Class Counsel has conducted a thorough investigation into the facts of the class
8 action. Over the course of more than a year, Class Counsel diligently evaluated the Class
9 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
10 provided Class Counsel with access to necessary information for the Class. In addition, Class
11 Counsel previously negotiated settlements with other employers in actions involving nearly
12 identical issues and analogous defenses. Based on the foregoing data and their own independent
13 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
14 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
15 the Class in light of all known facts and circumstances, including the risk of significant delay,
16 defenses asserted by Defendant, and potential appellate issues.

17
18 Settlement Terms and Plan of Allocation

19 15. The Gross Settlement Amount is One Million Six Hundred Thousand Dollars
20 (\$1,600,000.00). (Agreement at ¶ I(19).) Under the Settlement, the Gross Settlement Amount
21 consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class
22 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement
23 Administration Expenses; (4) Class Representative Service Payment to the Plaintiff; and (5) the
24 PAGA Payment. (Agreement at ¶ I(19).) The Gross Settlement Amount does not include
25 Defendant's share of payroll taxes. (Agreement at ¶ III(34).) The Gross Settlement Amount shall
26 be all-in with no reversion to Defendant. (Agreement at ¶ III(34).)

27 16. Defendant shall fund the Gross Settlement Amount within fifteen (15) days of the
28 Effective Date. (Agreement at ¶ III(41).) The Settlement Shares to Participating Class Members

1 will be mailed by the Settlement Administrator fifteen (15) days after Defendant fully funds the
2 Gross Settlement Amount or fifteen (15) days after the Effective Date if Defendant fully prefunded
3 the Gross Settlement Amount. (Agreement at ¶ III(41).)

4 17. The Net Settlement Amount shall equal the net amount available for payment to the
5 Class after deducting the Court-approved amounts for the Class Representative Service Payment,
6 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA
7 Payment, and the Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement
8 Amount will be distributed as the Settlement Shares to the Class Members who do not timely
9 request exclusion (“Participating Class Members”). (Agreement at ¶¶ I(24), III(36).) The
10 Settlement Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net
11 Settlement Amount by the total number of weeks for the Class included in the Class Data to
12 determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall
13 then take the number of weeks worked by each Participating Class Member and multiply it by the
14 Weekly Rate to calculate their Settlement Share. (Agreement at ¶ III(36)(b).) Workweeks will be
15 based on Defendant’s records, however Class Members will have the right to challenge the number
16 of workweeks.

17 18. Class Members may choose to opt-out of the Settlement by following the directions
18 in the Class Notice. (Agreement at ¶ III(38)(c), Ex. A.) All Class Members who do not "opt out"
19 will be deemed Participating Class Members who will be bound by the Settlement and will be
20 entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement will still
21 be paid their allocation of the PAGA Payment, and will remain subject to the release of the
22 Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶ III(38)(c)(iii).)
23 Finally, the Class Notice will also advise the Class Members of their right to object to the
24 Settlement and/or dispute their workweeks. (Agreement at ¶ III(38)(c), Ex. A.)

25 19. A Participating Class Member must cash his or her Settlement Share check within
26 180 days after it is mailed. (Agreement at ¶ III(48).) The Settlement Administrator will send a
27 reminder to Participating Class Members who have not cashed their checks 120 days after the
28 mailing. (Agreement at ¶ III(42).) Any settlement checks not cashed within 180 days will be

1 voided and any funds from such uncashed checks will be paid to the California State Controller's
2 Unclaimed Property Fund in the name of the individual who failed to cash their check. (Agreement
3 at ¶ III(42).)

4 20. The Parties have agreed to use ILYM Group as the Settlement Administrator.
5 (Agreement at ¶ III(37).) From the Gross Settlement Amount, the Settlement Administrator shall be
6 paid for the expenses of administering the Settlement in an amount not to exceed \$15,000.
7 (Agreement at ¶ III(35)(d).)

8 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
9 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
10 (Agreement at ¶ III(35)(b).) Class Counsel will also be allowed to apply separately for an award of
11 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
12 III(35)(b).) Subject to Court approval, the Agreement provides for a payment of no more than
13 \$10,000 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ III(35)(a).)

14 22. The Parties will seek approval from the Court for the PAGA Payment of \$35,000 out
15 of the Gross Settlement Amount, which shall be allocated 75% (\$26,250) to the LWDA as the
16 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$8,750) will be distributed to
17 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
18 (Agreement at ¶ III(35)(c).) All Aggrieved Employees will be sent their share of the PAGA
19 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
20 out of the Settlement. (Agreement at ¶ III(35)(c).) As set forth in the accompany proof of service,
21 the LWDA has been served with this motion and the Agreement.

22
23 Risks of Continued Litigation and Standards for Approval

24 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
25 and trying these Action against Defendant through possible appeals which could take several years.
26 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
27 complex class actions such as these Action. Class Counsel is also mindful of and recognize the
28 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based

1 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
2 the Agreement is in the best interest of the Class Members.

3 24. Here, a number of defenses asserted by Defendant present serious threats to the
4 claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices
5 complied with all applicable Labor laws. Defendant argued that all work time was paid for at the
6 proper regular rate. Defendant contend that its meal and rest period policies fully complied with
7 California law and that Defendant's timekeeping system recorded meal periods, paid for missed
8 meal periods, and was not required to record rest periods. Plaintiff's theory of liability for rest
9 breaks was based upon an alleged deficient policy resulting in 100% violation rate for rest breaks,
10 which Defendant disputed. As to expense reimbursement, Defendant contended that it paid for
11 business expenses including personal cell phone usage. Finally, Defendant could argue that the
12 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's
13 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant
14 also argues that based on its facially lawful practices, it acted in good faith and without willfulness,
15 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
16 statements. If successful, Defendant's defenses could eliminate or substantially reduce any
17 recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant
18 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

19 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
20 unable to obtain class certification and thereby not recover on behalf of any employees other than
21 themselves. Defendant argued that the individual experience of each putative class member varied
22 with respect to the claims. Defendant could also contest class certification by arguing injury and
23 good faith were case by case determinations that precluded class certification. Plaintiff is aware of
24 other cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*,
25 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally, even if class
26 certification was successful, as demonstrated by the California Supreme Court decision in *Duran v.*
27 *U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class
28 wide recovery even where the class has been certified. While other cases have approved class

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

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

6 27. Plaintiff will apply to the Court for Class Representative Service Payment in
7 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
8 III(35)(a).) Plaintiff performed his duties admirably by working with Class Counsel. Plaintiff
9 performed his duties admirably by working with Class Counsel. Plaintiff will present a detailed
10 declaration addressing his work and service at the time of final approval. For purposes of this
11 preliminary approval stage, the requested service award of \$10,000 is well within the accepted
12 range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.),*
13 *Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class
14 member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
15 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member recovery was
16 \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D.
17 Or. 2007) (approving award of \$10,000 where class member recoveries were as little as \$150);
18 *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008)
19 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS*
20 *Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in
21 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service
22 awards are routinely awarded to class representatives to compensate the employees for the time and
23 effort expended on the case, for the risk of litigation, for the fear of suing an employer and
24 retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.
25 2007 WL 221862 at *16-17.

26 28. The stage of the proceedings at which this Settlement was reached also militates in
27 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
28 conducted a thorough investigation into the facts of the class action. Class Counsel began

1 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
2 investigation of the claims and conducted a review and analysis of the relevant documents and data.
3 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
4 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
5 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
6 the likelihood of success on the merits and the results that could be obtained through further
7 litigation.

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

16
17 Class Certification Issues

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

22 All individuals employed by Defendant in California as hourly-paid, non-exempt
23 employees at any time during the Class Period.

24 (Agreement at ¶ I(3).)

25 The "Class Period" is from March 24, 2017 through July 31, 2022. (Agreement at ¶ I(10).)

26 a. **Numerosity** - Here, Plaintiff asserts that the 580 current and former
27 employees that comprise the Class can be identified based on Defendant's records and are
28 sufficiently numerous for class certification.

1 b. **Common Issues Predominate** - Here, Plaintiff contends that common
2 questions of law and fact are present, and specifically the common questions of whether Defendant
3 properly calculated the regular rate when paying overtime, whether the Defendant failed to provide
4 meal and rest periods to class members, whether Defendant failed to provide required expense
5 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
6 these practices.

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

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

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

1 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
2 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
3 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
4 employment law class actions, including claims for misclassification, overtime, expense
5 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
6 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
7 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
8 adequate counsel by the courts throughout California. We have been approved as experienced class
9 counsel by both state and federal courts in California in contested class certification proceedings. A
10 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
11 settlement is defined as “all individuals employed by Defendant in California as hourly-paid,
12 non-exempt employees at any time during the Class Period.” I have reviewed my firm’s cases and
13 representation of other plaintiffs and there is no conflict or representation which would prevent my
14 firm from representing the interests of the Class this case. My firm only represents employees, and
15 not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My
16 firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to
17 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not
18 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as
19 the claims are all against different and distinct employers. I can think of no conflict that would
20 arise in our representation of the Class and our adequate representation of the Class is evidenced by
21 the successful prosecution of the class claims to reach an excellent recovery for the Class. Thus, the
22 adequacy requirement for my firm is satisfied.

23 32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties
24 through their respective counsel and to be approved by the Court, includes all relevant information.
25 (*See Exhibit “A”* to the Agreement.) The Class Notice will include, among other information: (i)
26 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
27 opt out; (iii) information to the Class Members regarding how to opt out and how to object to the
28 Settlement; (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of

1 attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service award request;
2 and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will state that
3 the Class Members shall have forty-five (45) days from the date that the Notice is mailed to them to
4 request exclusion (opt-out) or to submit a written objection. (Agreement at ¶ III(38)(c).) In the
5 event of a re-mailing, this deadline will be extended by an additional 15 days. Class Members shall
6 be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses
7 and to appear at the Final Approval Hearing. (Agreement at ¶ III(38)(c).) Class Members who do
8 not submit a timely and proper request to opt-out will automatically receive a payment of their
9 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
10 it advises them of all pertinent information concerning the Settlement. The mailing and distribution
11 of the Class Notice satisfies the requirements of due process, and is the best notice practicable under
12 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

13
14 33. The PAGA Claims -

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

27 b. **Valuation of the PAGA Claim for Aggrieved Employees.** For mediation,
28

1 Plaintiff calculated the value of the alleged PAGA claim as to the Allegedly Aggrieved Employees
2 for civil penalties to be between \$480,800 and \$961,600 for a single violation in every one of the
3 9,616 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay
4 period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for
5 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be
6 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the
7 Settlement is the amount of \$35,000. This allocation is justified by several important
8 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
9 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
10 as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA
11 notification should be awarded, and I am aware of one Court which has so ruled. These additional
12 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
13 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In
14 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
15 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
16 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on
17 the PAGA claim. Even if we assume that violations for all 9,616 pay periods were established,
18 using the valuation from *Carrington* results in a more realistic recovery of \$48,080 under PAGA.
19 This means that the \$35,000 PAGA allocation is a reasonable percentage of this potential PAGA
20 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
21 of the LWDA in *O'Connor v. Uber*.

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

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

1 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
2 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
3 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
4 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
5 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
6 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
7 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
8 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
9 0.34% of \$1,450,000 settlement amount).

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

1 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
2 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
3 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
4 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
5 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
6 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
7 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
8 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
9 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
10 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
11 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
12 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
13 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
14 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
15 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
16 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
17 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
18 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May
19 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District
20 of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
21 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
22 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
23 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
24 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
25 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
26 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
27 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
28 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*

1 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
2 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
3 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
4 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. A fee award
5 equal to one-third of the common fund is therefore reasonable in light of the fees that have been
6 awarded in other similar cases.

7
8 35. Class Representative Service Payment - The reasonableness of the requested service
9 award is also established by reference to the amounts that other California courts have found to be
10 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
11 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
12 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
13 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
14 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
15 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
16 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
17 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
18 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
19 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
20 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
21 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
22 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
23 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
24 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
25 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
26 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
27 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
28 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,

1 2011)(awarding \$10,000 service award together with additional compensation for their general
2 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
3 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
4 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
5 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
6 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
7 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
8 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
9 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
10 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
11 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
12 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
13 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
14 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
15 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
16 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
17 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
18 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
19 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
20 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
21 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
22 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
23 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
24 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
25 *Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
26 1, 2018) (awarding \$10,000 service award).

27
28 36. Settlement Administration - The estimate from ILYM Group was selected, as it was

1 the lowest and provided for an estimate of 13,450 to perform the settlement administration for a
2 Class of up to 650, with any difference between the actual expenses and the budget of \$15,000 to be
3 retained in the Net Settlement Amount for distribution to the Class. A true and correct copy of the
4 estimate from ILYM Group is attached hereto as Exhibit #3. I have used ILYM Group successfully
5 as the administrator in more than twenty class settlements in the last few years and know them to be
6 competent and experienced.

7

8 Service on the LWDA:

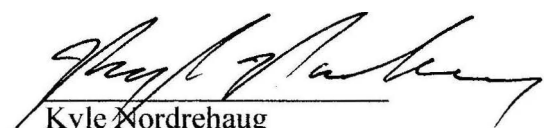
9 37. At the same time as the filing and service of this declaration, I will also serve the
10 LWDA with the entire motion for preliminary approval which includes the Class Action Settlement
11 Agreement. This service is verified by the accompanying proof of service.

12

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 3rd day of January, 2023, at La Jolla, California.

15

16

By: 
Kyle Nordrehaug

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EXHIBIT #1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Adrian Aguirre (“Plaintiff”) and defendant Headlands Ventures, LLC (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Aguirre v. Headlands Ventures, LLC*, Case No. 34-2021-00297290, pending in Superior Court of the State of California, County of Sacramento.
2. “Aggrieved Employees” means all individuals employed by Defendant in California as hourly, non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals employed by Defendant in California as hourly-paid, non-exempt employees at any time during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendant); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to

this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

10. “Class Period” means the period of time from March 24, 2017 through July 31, 2022,.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant’s expenses in the event Plaintiff were unsuccessful in the prosecution of the Action.
12. “Court” means the Superior Court of California, County of Sacramento.
13. “Defendant” means Headlands Ventures, LLC.
14. “Defendant’s Counsel” means Evan D. Beecher and Nathan W. Austin of Jackson Lewis, P.C.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means One Million Six Hundred Thousand Dollars (\$1,600,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.

20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from March 24, 2020 through July 31, 2022,.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
27. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
28. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

30. On March 24, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendant:

- a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - c. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 - i. Wrongful termination in violation of public policy; and
 - j. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
31. On June 29, 2021, Defendant filed an Answer to Plaintiff’s Complaint.
32. On April 21, 2022, the Parties participated in an all-day mediation presided over by Jeff Ross, a respected mediator of wage and hour representative and class actions. At the mediation, the Parties, represented by its respective counsel, were able to agree to settle the Action, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties
33. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

34. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Million Six Hundred Thousand Dollars (\$1,600,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
35. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
- a. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000 as Class Representative Service Payments. Defendant will not oppose Class Representative Service Payment of no more than \$10,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment, who will assume full responsibility and liability for the taxes due on their Class Representative Service Payment.
 - b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$533,333, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$533,333 and \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those

payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$35,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$26,250) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$8,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$35,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and the release of the Released PAGA Claims as set forth below will be effective, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$15,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
36. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 - b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks for the Class included in the Class Data to determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
 - c. **Withholding.**

- i. Subject to approval by the Court, One-Quarter of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities the employees' and employer's share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, Three-Quarters of each Participating Class Member's Settlement Share is in settlement of claims for expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendant has represented that the number of workweeks for all Class Members during the Class Period was 40,000 workweeks. In regard hereto, Defendant will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and workweeks worked by Class Members during the Class Period. The Gross Settlement Amount will increase proportionally with added Class Members if the actual number of Class Members in the Class Period is more than 10% of the estimate stated herein.
37. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validly completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement;

calculating Settlement Shares; 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 Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

38. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

- b. Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- i. No later than 30 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in paragraph III.38.b.iii below, or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
- ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of the administration of the Settlement.
- iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and Defendant's Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using

available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

v. Not later than 10 days before the date by which the Plaintiff file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the

information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.

- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become

a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with an accurate count of all Participating Class Members and all Non-Participating Class Members.
- d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (5%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.
- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- f. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiff

file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

39. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, 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, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any

waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

40. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen 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 or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
41. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount and the amount necessary to pay employer's-side payroll taxes by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount or fifteen (15) days after the Effective Date if Defendant fully prefunded the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the PAGA Payment in accordance with this Agreement.
42. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved

Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 180-day period for the expiration of checks, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

43. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
44. **Release of Claims.**
 - a. **Participating Class Members.** As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of any and all class claims pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").
 - b. **Aggrieved Employees.** Upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint and the LWDA Notices submitted by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The release of the Released PAGA Claims shall be effective regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
 - c. **Plaintiff.** As of the later of the date the Defendant fully funds the Gross

Settlement Amount or the Effective Date, Plaintiff generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiff’s Released Claims”). This release of Plaintiff’s Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiff’s Individual Settlement.** In addition to the Gross Settlement Amount, the Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a confidential settlement agreement. If the Court requires the Parties to submit the agreement to the Court, the Parties will do so under seal or in some other way to retain the confidentiality of this individual agreement settling claims unrelated to the claims settled as part of the Class/PAGA settlements.
 - e. **Class Counsel.** As of the later of the date the Defendant fully funds the Gross Settlement Amount or the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys’ fees and expenses against Defendant arising from or related to the Action.
45. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members.
46. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant’s Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiff and Class Counsel and Defendant and Defendant’s Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class Counsel or Defendant or

Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a website as set forth in the Class Notice. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.

IV. MISCELLANEOUS TERMS

47. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, 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 Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant 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 effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor 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 Plaintiff or Defendant or any of 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 any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
48. **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.
49. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
50. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.
51. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.
52. **Modification of Agreement.** Except as set forth in section 49 hereinabove this Agreement, and any 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.
53. **Agreement Binding on Successors.** This Agreement will be binding upon, and

inure to the benefit of, the successors of each of the Parties.

54. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
55. **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.
56. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
57. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data (including Class Member names, contact information, or other personal information) provided to Class Counsel by Defendant or any third party in connection with the mediation, settlement negotiations, or settlement administration in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the later of Defendant fully funding the Gross Settlement Amount or the Effective Date, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
58. **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.
59. **Notice.** All notices, demands or other communications given under 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, 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
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Nathan W. Austin
Evan D. Beecher

Jackson Lewis, P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Tel: (916) 565-2900
Fax: (916) 920-4402
Email: Nathan.Austin@jacksonlewis.com
Evan.Beecher@jacksonlewis.com


- 60. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically 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.
- 61. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with the mediator Jeff Ross on April 21, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 62. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

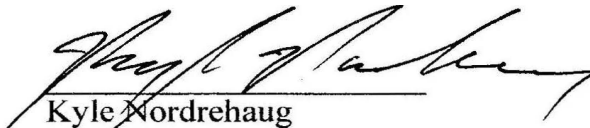
The Parties hereby execute this Agreement.

Dated: Oct 19, 2022 
Adrian Aguirre (Oct 19, 2022 18:13 PDT)

 Plaintiff Adrian Aguirre

Dated: 10/15/2022 

 Ken Martin
 For Defendant Headlands Venture, LLC

Dated: 10/19/22 

 Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiff

Dated: October 19, 2022

A handwritten signature in blue ink that reads "Evan Beecher". The signature is written in a cursive style and is positioned above a horizontal line.

Nathan Austin
Evan Beecher
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

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

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

*(Aguirre v. Headlands Ventures, LLC, Superior Court of the State of California,
County of Sacramento, Case No. 34-2021-00297290)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p>To receive a cash payment from the Settlement, you do not have to do anything.</p> <p>Your estimated Settlement Share is: \$<< __ >>. See the explanation in Section 5 below.</p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.</p>
Exclude Yourself	<p>To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the class portion of the Settlement and you will not be bound by the Settlement.</p> <p>However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.</p> <p>Instructions are set forth in Section 7 below.</p>
Object	<p>Write to the Court about why you do not agree with the settlement and/or appear at the Final Approval Hearing to make an oral objection.</p> <p>Directions are provided in Section 8 below.</p>

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. The Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-listed action pending in the Superior Court of the State of California, in and for the County of Sacramento (the "Court") has been reached between Adrian Aguirre ("Plaintiff") and defendant Headlands Ventures, LLC ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals employed by Defendant in California as hourly-paid, non-exempt employees at any time during the Class Period.

The “Class Period” is from March 24, 2017 through July 31, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On March 24, 2021, Plaintiffs filed a Class Action Complaint in the Superior Court of the State of California, County of Sacramento on behalf of the Class asserting the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, failure to pay wages when due, and a claim for civil penalties pursuant to Labor Code §§ 2699, et seq. (the Private Attorneys General Act (“PAGA”)) for the foregoing alleged violations of the Labor Code. This lawsuit is referred to as the “Action”.

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant did not fail to reimburse employees for required business expenses, that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected independent mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon settlement terms recommended by the private mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims.

The Parties have entered into a Class Action Settlement Agreement (“Settlement”). The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Six Hundred Thousand Dollars (\$1,600,000) to fund the settlement of this Action. The Gross

Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be paid separately by Defendant.

Within fifteen calendar days (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date the Judgment is entered, or if there are objections or appeals, the date the Judgment is no longer subject to appeal. Fifteen calendar days (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$533,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate Plaintiff for his services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$35,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), which shall be paid 75% (\$26,250) to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining 25% (\$8,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (March 24, 2020 through July 31, 2022). “Aggrieved Employees” are all individuals employed by Defendant in California as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion called the “Net Settlement Amount” shall be distributed to Class Members as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. Settlement Administrator will pay a *pro rata* Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of weeks for the Class to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Quarter (25%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Three-Quarters (75%) of each Participating Class Member’s Settlement Share is in settlement of claims for expense reimbursement, interest, and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. Who and What Do I Release Under the Settlement?

Released Parties. The “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

Released Class Claims. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of any and all class claims pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination,

unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, pled in the operative complaint or that could have been pled based upon the factual allegations contained in the operative complaint and the LWDA Notices submitted by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$ _____>>. Defendant's records reflect that you have << _____>> weeks worked during the Class Period (March 24, 2017 through July 31, 2022).

Based on this information, your estimated Settlement Share is << _____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice]. All workweek disputes will be resolved and decided by the Settlement Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Aguirre v. Headlands Ventures, LLC* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; and, (3) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Aguirre v. Headlands Ventures, LLC*, Case No. 34-2021-00297290. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys’ fees, the costs and/or the service award, either in writing or in person or both. Objections that are in writing and must state the Class Member’s name, current address, the approximate dates of employment in California by Defendant, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Aguirre v. Headlands Ventures, LLC*, in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00297290.

All written objections must be mailed to the Settlement Administrator at _____ no later than _____ [forty-five (45) days after the date of the Notice]. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through their own counsel.

Alternatively or in addition to a written, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ to make an oral objection or to otherwise participate in the Final Approval Hearing. To appear at the hearing, you must make an appearance through Zoom. Check the Court’s tentative ruling website the day before at <https://services.saccourt.ca.gov/PublicCaseAccess/> for the most current information on how to appear for this hearing.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

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

The Court will hold a Final Approval Hearing at _____ on _____, in Department 25 of the Superior Court of California, County of Sacramento, located at Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, CA 95814 before Judge Jill H. Talley. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates and documents are posted on the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00297290.

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

You may call the Settlement Administrator at _____ or write to *Aguirre v. Headlands Ventures, LLC* Settlement Administrator, c/o _____; or contact the Class Counsel in this matter.

The contact information for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant:

Nathan W. Austin
Evan D. Beecher
Jackson Lewis, P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Tel: 916-288-3010 / Fax: 916-341-0414
Email: nathan.austin@jacksonlewis.com
evan.beecher@jacksonlewis.com

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents from the Settlement Administrator's website at << _____ >> for *Aguirre v. Headlands Ventures, LLC* where these documents will be posted. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00297290.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ADRIAN AGUIRRE, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HEADLANDS VENTURES, LLC., a
California Limited Liability Company; and
DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: **34-2021-00297290-CU-OE-GDS**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept. 25

Action Filed: March 24, 2021
Trial Date: Not Set

This matter, having come before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County of Sacramento, on _____ [DATE], for the motion by Plaintiff Adrian Aguirre ("Plaintiff") for preliminary approval of the class settlement with Defendant Headlands Ventures, LLC ("Defendant"). The Court, having considered the briefing,

PRELIMINARY APPROVAL ORDER

1 the declaration, and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

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

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

12 3. The Gross Settlement Amount is One Million Six Hundred Thousand Dollars
13 (\$1,600,000). It appears to the Court on a preliminary basis that the settlement amount and terms
14 are fair, adequate and reasonable as to all potential Class Members when balanced against the
15 probable outcome of further litigation and the significant risks relating to certification, liability and
16 damages issues. It further appears that investigation and research have been conducted such that
17 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
18 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
19 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
20 It further appears that the Settlement has been reached as the result of serious and non-collusive,
21 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
22 adequate, and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues.

24 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and a
26 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
27 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of

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PRELIMINARY APPROVAL ORDER

1 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
2 supporting these requests, including lodestar, prior to final approval.

3 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
4 certification of a class for settlement purposes only. This stipulation will not be deemed
5 admissible in this or any other proceeding should this Settlement not become final. For settlement
6 purposes only, the Court conditionally certifies the following Class: “all individuals employed by
7 Defendant in California as hourly-paid, non-exempt employees at any time during the Class
8 Period.” The Class Period is the period of time from March 24, 2017 through Jul 31, 2022.

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

19 7. The Court provisionally appoints Plaintiff as the representatives of the Class. The
20 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
21 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

22 8. The Court hereby approves, as to form and content, the Notice of Proposed
23 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
24 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
25 accurately inform the Class of all material elements of the proposed Settlement, of the Class
26 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
27 member’s right and opportunity to object to the Settlement. The Court further finds that the
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1 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
2 and this Order meets the requirements of due process, is the best notice practicable under the
3 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
4 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
5 the Agreement.

6 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
7 than 30 days after the Court enters this Order, Defendant will provide to the Settlement
8 Administrator an electronic database containing the Class Data. The Settlement Administrator
9 will perform address updates using the National Change of Address (“NCOA”) database prior to
10 the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event
11 later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class
12 Notice Packets to all Class Members via first-class U.S. Mail.

13 10. The Court hereby approves the procedures for Class Members to participate in, opt
14 out of, or object to the Settlement as set forth in the Settlement Agreement and the Class
15 Notice. Any Class Member may individually choose to opt out of and be excluded from the Class
16 as provided in the Class Notice by following the instructions for requesting exclusion from the
17 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked to the
18 Settlement Administrator by no later than forty-five (45) calendar days after the date of the
19 mailing of the Class Notice, which deadline shall be printed in the Class Notice. Any such person
20 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
21 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
22 comment thereon. Class Members who have not requested exclusion shall be bound by all
23 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
24 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
25 of individuals is not permitted and will be deemed invalid.

26 11. Any Class Member who has not opted out may appear at the final approval hearing
27 and may object or express the Member's views regarding the Settlement, and may present

1 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
2 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
3 days from the date of the mailing of the Class Notices to postmark their written objections to the
4 Settlement Administrator with copies to counsel for both Parties in accordance with the
5 instructions in the Class Notice. Alternatively, Class Members may appear at the Final Approval
6 Hearing to make an oral objection.

7 12. A Final Approval Hearing shall be held before this Court on _____
8 _____ at _____ in Department 25 of the Sacramento County Superior Court to
9 determine all necessary matters concerning the Settlement, including: whether the proposed
10 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
11 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
12 Order and Judgment should be entered herein; whether the plan of allocation contained in the
13 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
14 finally approve attorneys' fees and costs, the service award, and the expenses of the Settlement
15 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
16 fees, costs and service award shall be filed with the Court and served on all counsel no later than
17 sixteen (16) court days before the hearing and both motions shall to be heard at the Final Approval
18 Hearing.

19 13. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendant in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or

1 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendant of any liability,
3 fault, wrongdoing, omission, concession or damage.

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

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

18 16. The Action is stayed and all trial and related pre-trial dates are vacated, with the
19 exception of the settlement approval process and subject to further orders of the Court at the Final
20 Approval Hearing.

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 _____
25 HON. JILL H. TALLEY
26 JUDGE, SUPERIOR COURT OF CALIFORNIA,
27 COUNTY OF SACRAMENTO

28
PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ADRIAN AGUIRRE, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HEADLANDS VENTURES, LLC., a
California Limited Liability Company; and
DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: 34-2021-00297290-CU-OE-GDS

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept.: 25

Action Filed: March 24, 2021
Trial date: None Set

1 The motion of Plaintiff Adrian Aguirre (“Plaintiff”) for an order finally approving the
2 Class Action Settlement Agreement (“Agreement”) with Defendant Headlands Ventures, LLC
3 (“Defendant”), attorneys’ fees and costs, service payment, and the fees and expenses of the
4 Settlement Administrator duly came on for hearing on _____ before the Honorable
5 Jill H. Talley.

6 **I.**
7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Six Hundred
16 Thousand Dollars (\$1,600,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

21 **Fairness Of Settlement**

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

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Jeff Ross, a respected and experienced mediator of
26 wage and hour class actions based on a mediator's proposal. There has been no collusion between
27 the parties in reaching the proposed settlement.

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

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

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

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

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

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

16 **Attorneys' Fees and Costs**

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

22 **Class Representative Service Payment**

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

3 **Settlement Administration Expenses**

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

11 **PAGA Payment**

12 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
13 Amount of \$35,000, which shall be allocated 75% (\$26,250) to the Labor Workforce
14 Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid
15 under this Agreement pursuant to the PAGA and 25% (\$8,750) will be distributed to the
16 Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
17 The Aggrieved Employees mean all individuals employed by Defendant in California as hourly,
18 non-exempt employees at any time during the PAGA Period (March 24, 2020 through July 31,
19 2022). All Aggrieved Employees will be sent their share of the PAGA Payment and will be
20 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
21 of the Settlement. The Court finds this PAGA Payment to be fair and reasonable.

22 **II.**

23 **ORDERS**

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

25 1. The Class is certified for the purposes of settlement only. The Class is hereby
26 defined as follows:

27 All individuals employed by Defendant in California as hourly-paid, non-exempt
28 employees at any time during the Class Period.

1 The Class Period is March 24, 2017 through July 31, 2022.

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

5 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class.

7 4. Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of
8 Blumenthal Nordrehaug Bhowmik De Blouw LLP are confirmed as Class Counsel. Class Counsel
9 are awarded attorneys' fees in the amount of \$_____ and costs in the amount of
10 \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement
11 from Defendant, Plaintiff or members of the Class.

12 5. Plaintiff is confirmed as the representative of the Class. The payment of the Class
13 Representative Service Payment in the amount of \$_____ to the Plaintiff is approved.

14 6. The payment of \$_____ to the Settlement Administrator ILYM Group for
15 their fees and expenses is approved.

16 7. The PAGA Payment of \$35,000 is approved and shall be allocated in accordance
17 with the Agreement.

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

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

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

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

17 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiff, and all members of the Class, shall take nothing in the Action.

19 2. The Parties are authorized, with approval from the Court, to agree to and to adopt
20 such amendments, modifications and expansions of the Agreement and all exhibits attached
21 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
22 rights of the Parties or Class Members under the Agreement.

23 3. Each party shall bear its own attorneys’ fees and costs, except as otherwise
24 provided in the Agreement and in this Final Approval Order and Judgment.

25 4. The “Released Parties” collectively mean: Defendant, Defendant’s respective past,
26 present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and
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1 the past, present and future shareholders, managers, officers, partners, members, directors, agents,
2 employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

3 5. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant
4 shall receive a release from the Participating Class Members of any and all class claims pled in the
5 operative complaint or that could have been pled based upon the factual allegations contained in
6 the operative complaint which occurred during the Class Period, and expressly excluding all other
7 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
8 disability, social security, and workers' compensation, and claims outside of the Class Period
9 ("Released Class Claims").

10 6. Upon full funding of the Gross Settlement Amount, Defendant shall receive a
11 release from the State of California of all PAGA claims for civil penalties under California Labor
12 Code Sections 2698 *et. seq.*, pled in the operative complaint or that could have been pled based
13 upon the factual allegations contained in the operative complaint and the LWDA Notices
14 submitted by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees
15 ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as
16 regardless of whether an Aggrieved Employee submitted a request for an exclusion from the
17 Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour
18 claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance,
19 disability and worker's compensation, and claims outside of the PAGA Period.

20 7. Upon full funding of the Gross Settlement Amount, Plaintiff generally releases and
21 discharges the Released Parties from all of the Plaintiff's Released Claims as set forth fully in the
22 Agreement.

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

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

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3 Dated: _____

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HON. JILL H. TALLEY
JUDGE, SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

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EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

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

Jeffrey S. Herman

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

Charlotte James

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

Christine Levu

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

Andrew Ronan

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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

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#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 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. JEH 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 #3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Headlands Ventures

Requesting Attorneys Name: Kyle Nordrehaug
E-Mail: kyle@bamlawca.com
ILYM Contact: Sean Hartranft
E-Mail: Sean@ilymgrouppclassaction.com
Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS

Total Number of Class Members	650
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$975.00

PROJECT MANAGEMENT & NOTICING

Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Rate	\$85.00	1	\$85.00
Toll Free Customer Service Representative	Flat Fee	\$125.00	1	\$125.00
ILYM Group Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,430.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	650	\$975.00
USPS First Class Postage	Per Piece	\$0.55	650	\$357.50
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	130	\$260.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$1,892.50

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	650	\$975.00
USPS First Class Postage	Per Piece	\$0.55	650	\$357.50
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	65	\$130.00
Reminder Postcard, Includes Postage	Per Piece	\$0.90	228	\$204.75
Reminder Notice via Email and Social Media	Flat Fee	\$100.25	1	\$100.25
Preparation of Taxes	Hourly	\$120.00	13	\$1,560.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$5,927.50

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Project Manager Final Reporting	Hourly	\$120.00	5	\$600.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$2,225.00

TOTAL CASE ESTIMATE: \$13,450.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.