

# CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”); and defendant AT&T Mobility Services LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Edgardo Marquina et al. v. AT&T Mobility Services LLC* pending before the Superior Court of the State of California, County of Los Angeles (the “Court”), Case Number 23STCV24512.
- 1.2. “Administrator” means Atticus Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means Class Members who are or previously were employed by AT&T Mobility Services LLC in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by AT&T Mobility Services LLC in California and classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Piya Mukherjee, and Charlotte James of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and John Gomez at The Gomez Law Firm (“GOMEZ”) (collectively “Marquina Counsel”); David C. Hawkes of Blanchard, Krasner & French; David A. Huch of the Law Office of David A. Huch; and Stephen Matcha of Matcha Law (“Louka Counsel”).
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address,

Social Security number, and data sufficient to calculate the number of Class Period Workweeks and PAGA Pay Periods.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved notice of class action settlement and hearing date for final court approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from September 21, 2022, through either (a) 90 days from the date this Agreement is fully executed, or (b) the date of preliminary approval, whichever occurs first.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representatives Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant AT&T Mobility Services, LLC.
- 1.17. “Defense Counsel” means Raymond W. Bertrand and James P. de Haan of Paul Hastings LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means **\$1,837,500.00** (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents); which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraphs 3.1 (employer payroll taxes), 8 (escalator clause) and 9 (blow-up provision) below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.24. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.30. “PAGA Period” means the period from September 21, 2022, through either (a) 90 days from the date this Agreement is fully executed, or (b) the date of preliminary approval, whichever occurs first.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notices” mean (a) Plaintiff Edgardo Marquina’s August 18, 2023, letter submitted to Defendant and the LWDA; and (b) Plaintiff Marvin Louka’s November 3, 2023, letter submitted to Defendant and the LWDA—both of which provided notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo, the named Plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means: Defendant and any of Defendant’s present and former parents, subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, members, agents, attorneys, insurers, and assigns.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means 30 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the

Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

## **2. RECITALS.**

- 2.1. On October 9, 2023, former plaintiff Jalen Gilbert and current Plaintiff Edgardo Marquina commenced their action against Defendant. On June 14, 2024, Gilbert and Marquina filed a First Amended Complaint, which named Marvin Louka as a third plaintiff. On May 14, 2025, Gilbert dismissed his claims against Defendant without prejudice. On May 14, 2025, Marquina and Louka filed a Second Amended Complaint, which named Ulises Uribe and Julian Domingo as additional plaintiffs. The Second Amended Complaint is the operative complaint in the Action (“Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs Marquina and Louka gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. On March 18, 2025, the Parties participated in an all-day mediation presided over by Lynne Frank of Frank & Feder, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, documents and testimony. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraphs 8 and 9 below, Defendant promises to pay **\$1,837,500.00** (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents) and no more as the Gross Settlement Amount. Defendant also promises to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following further payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
  - 3.2.1 **To Plaintiffs:** Class Representatives Service Payment to each Class Representative of not more than \$15,000 per Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representatives Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Each Plaintiff agrees provide the Administrator with a fully executed current IRS Form W-9 and, if currently living in California, a fully executed current California Form 590-Withholding Exemption Certificate within 3 court days of Final Approval. Each Plaintiff's name on the IRS Form W-9 and California Form 590-Withholding Exemption Certificate must match their name in this Agreement for the Administrator to process the Class Representative Service Payment. The Administrator will then pay the Class Representatives Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
  - 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than one third of the Gross Settlement, which is currently estimated to be \$612,500.00 (Six hundred and twelve thousand, five hundred dollars and zero cents), split 41.25% to BNBD and 13.75% to GOMEZ and 45% to Louka Counsel, and a Class Counsel Litigation Expenses Payment of not

more than \$50,000. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$35,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$35,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
  - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The settlement payments made to Participating Class Members under this settlement, and any other payments made pursuant to this settlement agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not

limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this settlement will not affect any rights, contributions, or amounts to which any Participating Class Members may be entitled under any benefit plans.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.5.3 Single Check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Class Payment and Individual PAGA Payment.

#### **4. SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Workweeks/Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 5,300 Class Members who collectively worked a total of nearly 350,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement.

Based on a review of its records to date, Defendant also estimates that there were approximately 5,300 Aggrieved Employees who worked approximately 175,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

- 4.2. Class Data. Not later than 60 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform work under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. Within 3 days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendant with wire transfer information. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 20 days after the Administrator provides its wire transfer information and the amount of employer's share of payroll taxes.
- 4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment may be electronically transferred or wired to Class Counsel. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments
  - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks

for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount (including by paying any employer payroll taxes as allocated in Paragraph 3.2.4.1) and Judgment is final, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. **Plaintiffs' Releases.** In consideration of their respective Service Payments, Class Member Payments, and the other terms and conditions of the Settlement, Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo hereby release any and all of their known and unknown claims against Defendant, and any of Defendant's present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, owners, members, partners, shareholders and agents, and any other

successors, assigns and legal representatives and its related persons and entities (“Plaintiffs’ Releases”). Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo understand and agree that this release includes a good-faith compromise of disputed wage claims.

5.1.1 Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs’ Releases, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that occurred during the Class Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the Class Period; including claims that occurred during the Class Period for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, California Business and Professions Code § 17200, *et seq.*, and all applicable local and municipal laws for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for alleged violations of California’s Paid Sick Leave and Kin Care laws, including any claims Defendant improperly calculates the rate of pay for paid sick leave; (d) all claims for the alleged omission of any kind of remuneration when calculating, and/or the miscalculation of, an employee’s regular rate of pay; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for the alleged failure to pay vested vacation upon termination of employment; and (g) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 **Release of PAGA Claims.** In consideration of the PAGA Settlement Amount, Plaintiffs Marquina and Louka—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that occurred during the PAGA Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklists for Preliminary Approvals.

6.1. **Defendant’s Declaration in Support of Preliminary Approval.** Within 7 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. **Plaintiffs’ Responsibilities.**

6.2.1 Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve,

competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, as well as its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2.2 Pursuant to the PAGA, Plaintiffs will also submit a copy of this Agreement, to the LWDA on the same day they file the Motion for Preliminary Approval. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, and will request the Court to adjudicate the validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar any claim to void or avoid the Settlement under PAGA.

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

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

by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4. Notices to Class Members.
  - 7.4.1 No later than ten (10) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
  - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notices shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections; challenges to Workweeks and/or Pay Periods; and Requests for Exclusion will be extended an additional 14 days beyond the 30 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

## 7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a

Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims belong to the State of California and are thus subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculations. Each Class Member shall have 30 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may mount these challenges by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.7 Objections to Settlement
  - 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class

Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 30 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to the Settlement.

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

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Workweeks and/or

Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 **Workweek and Pay Period Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. In the event of such a dispute, Defendant will have the right to review Defendant’s payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Defendant, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
- 7.8.5 **Administrator’s Declaration.** Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 **Final Calculations Prior to Disbursing Funds.** Within 7 days after the Effective Date, the Settlement Administrator will provide Class Counsel and Defense Counsel with the following information for each Class Member: (a) whether the Class Member opted-out or objected to the Settlement; (b) the number of Workweeks used to calculate the Individual Class Payment; (c) the number of Pay Periods used to calculate the Individual PAGA Payment; (d) the amount of the Individual Class Payment, if any; and (e) the amount of the Individual PAGA Payment.
- 7.8.7 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for

filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.8 **Tax Obligations.** The Settlement Administrator will (1) within 3 days of Preliminary Approval, provide Defendant with the Administrator's current IRS Form W-9 and California Form 590 Withholding Exemption Certificate; and (2) within 5 days of Final Approval, provide Defendant an invoice on the Administrator's letterhead, addressed to Rebecca Jensen (2260 E. Imperial Hwy, 3rd Floor, El Segundo, CA 90245), itemizing both the Gross Settlement Amount and the Employer's share of all payroll taxes associated with the payments to Participating Class Members and Aggrieved Employees (as applicable).

The Settlement Administrator (and not Defendant) will remit all federal and state taxes owed by Defendant and will issue W2s and 1099s on all funds distributed.

8. **CLASS SIZE ESTIMATES & ESCALATOR CLAUSE.** Based on a review of its records to date, Defendant estimates there are (1) approximately 5,300 Class Members who collectively worked a total of nearly 350,000 Workweeks from the start of the Class Period to the date the Parties signed this Agreement; and (2) approximately 5,300 Aggrieved Employees who worked approximately 175,000 Pay Periods from the start of the PAGA Period to the date the Parties signed this Agreement.

If the number of workweeks increases by more than 10% (or 385,000 workweeks) during the Class Period, then the Settlement Amount will be increased on a pro-rata basis for any workweek added above the 10% increase. For example, if the number is 11% higher, the Settlement Amount will be increased by 1%. Alternatively, if the workweeks exceed 385,000, Defendant shall have the option to have the release applicable to the Class Period and PAGA Period expire as of that point in time and not incur any additional amounts.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will—subject to Defendant's review and

approval—file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material change to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be

null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

**12. ADDITIONAL PROVISIONS.**

- 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with

third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

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

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

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

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

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

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To **BLUMENTHAL NORDREHAUG** **BLANCHARD, KRASNER & FRENCH**  
Plaintiffs: **BHOWMIK DE BLOUW LLP** c/o David C. Hawkes  
c/o Norman B. Blumenthal

Kyle R. Nodrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Piya Mukherjee  
Charlotte James  
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[nick@bamlawca.com](mailto:nick@bamlawca.com)  
[piya@bamlawca.com](mailto:piya@bamlawca.com)  
[charlotte@bamlawca.com](mailto:charlotte@bamlawca.com)

**LAW OFFICE OF DAVID A. HUCH**  
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**MATCHA LAW**  
c/o Stephen Matcha  
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San Diego, CA 92129

E-Mail:  
[steve@matchalaw.com](mailto:steve@matchalaw.com)

To  
Defendant: **PAUL HASTINGS LLP**  
c/o Raymond W. Bertrand  
James P. de Haan  
4655 Executive Drive, Suite 350  
San Diego, CA 92121

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[jamesdehaan@paulhastings.com](mailto:jamesdehaan@paulhastings.com)

12.18 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement. Moreover, DocuSign, facsimile and scanned copies of signatures shall be accepted as valid and binding. Any electronic signatures shall be applied through DocuSign, and any signatory who opts to sign this Agreement

electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.

12.19 **Severability.** If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 6.4, 8, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.

12.20 **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.

**PLAINTIFF EDGARDO MARQUINA**

Signature:  Date: **05/16/2025**

**PLAINTIFF MARVIN LOUKA**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLAINTIFF ULISES URIBE**

Signature:  Date: **05/16/2025**

**PLAINTIFF JULIAN DOMINGO**

Signature:  Date: **05/23/2025**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 68687)

Kyle R. Nodrehaug (SBN 205975)

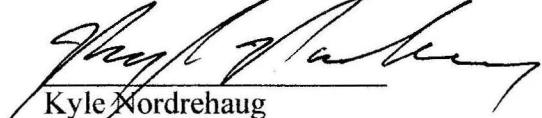
Aparajit Bhowmik (SBN 248066)

Nicholas J. De Blouw (SBN 280922)

Piya Mukherjee (SBN 274217)

Charlotte James (SBN 308441)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature:  Date: **6/3/25**

Kyle Nordrehaug

**BLANCHARD, KRASNER & FRENCH**

David C. Hawkes (SBN 224241)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LAW OFFICE OF DAVID A. HUCH**

David A. Huch (SBN 222892)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MATCHA LAW**

Stephen Matcha (SBN 249176)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THE GOMEZ LAW FIRM**

John Gomez (SBN 171485)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: John Gomez

Date: 06/02/2025

**DEFENDANT AT&T MOBILITY SERVICES LLC**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**PAUL HASTINGS LLP**

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

*Attorneys for Defendant AT&T Mobility Services, LLC.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

electronically shall provide the DocuSign certificate for their electronic signature(s) to the other Parties.

12.19 Severability. If any provision of this Agreement is unenforceable, for any reason, the remaining provisions will nevertheless be of full force and effect, subject to the limitations set out in Paragraphs 6.4, 8, 9, and 10.2 regarding the effect of disapproval, termination, modification or cancellation by the Court of any material term or condition of this Agreement.

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**PLAINTIFF EDGARDO MARQUINA**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF MARVIN LOUKA**

Signature: 

Date: 05 / 19 / 2025

**PLAINTIFF ULISES URIBE**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLAINTIFF JULIAN DOMINGO**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 68687)

Kyle R. Nodrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

Nicholas J. De Blouw (SBN 280922)

Piya Mukherjee (SBN 274217)

Charlotte James (SBN 308441)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BLANCHARD, KRASNER & FRENCH**

David C. Hawkes (SBN 224241)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David HawkesDate: 05 / 20 / 2025**LAW OFFICE OF DAVID A. HUCH**

David A. Huch (SBN 222892)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: David A. HuchDate: 05 / 20 / 2025**MATCHA LAW**

Stephen Matcha (SBN 249176)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: SMDate: 05 / 19 / 2025**THE GOMEZ LAW FIRM**

John Gomez (SBN 171485)

Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEFENDANT AT&T MOBILITY SERVICES LLC**Print Name: Rebecca JensenDate: 6/5/25Title: AVP Sr. Legal CounselSignature: [Signature]**PAUL HASTINGS LLP**

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

Attorneys for Defendant AT&amp;T Mobility Services, LLC.

Signature: RW BertrandDate: 6/5/25

**BLANCHARD, KRASNER & FRENCH**

David C. Hawkes (SBN 224241)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*Signature: David HawkesDate: 05 / 20 / 2025**LAW OFFICE OF DAVID A. HUCH**

David A. Huch (SBN 222892)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*Signature: David A. HuchDate: 05 / 20 / 2025**MATCHA LAW**

Stephen Matcha (SBN 249176)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*Signature: SAMDate: 05 / 19 / 2025**THE GOMEZ LAW FIRM**

John Gomez (SBN 171485)

*Attorneys for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEFENDANT AT&T MOBILITY SERVICES LLC**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**PAUL HASTINGS LLP**

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

*Attorneys for Defendant AT&T Mobility Services, LLC.*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

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

*Jalen Gilbert et al. v. AT&T Mobility Services LLC, Case No. 23STCV24512*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against AT&T Mobility Services LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s former and current employees Jalen Gilbert, Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”) and seeks payment of (1) back wages, unreimbursed business expenses, penalties, and other relief for a class of non-exempt employees who worked for Defendant in California during the Class Period (September 21, 2022, to September 3, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant in California during the PAGA Period (September 21, 2022 to September 3, 2025) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [INSERT AMOUNT] (less withholding) and your Individual PAGA Payment is estimated to be \$ [INSERT AMOUNT]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked [INSERT AMOUNT] Workweeks** during the Class Period and **you worked [INSERT AMOUNT] Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Class Action and PAGA Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Class Action and PAGA Settlement and how much of the Class Action and PAGA Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Class Action and

PAGA Settlement and requires Class Members, Aggrieved Employees, and the State of California to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Class Action and PAGA Settlement.

**Option 1 Do Nothing.** You don't have to do anything to participate in the proposed Class Action and PAGA Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert any claims covered by this Class Action and PAGA Settlement, which are identified in **Sections 3.9–3.10** of this Notice (“Released Claims”).

**Option 2 Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue those Class Period wage claims identified in **Section 3.9** of this Notice against Defendant. If you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment, as you cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Class Action and PAGA Settlement.**

## SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert Released Claims.
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>  <b>The Opt-out Deadline is [INSERT DATE]</b>	If you don't want to fully participate in the proposed Class Action and PAGA Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See <b>Section 6</b> of this Notice.  You cannot opt-out of the PAGA portion of the proposed Class Action and PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue those claims identified in <b>Section 3.10</b> of this Notice.

<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by [INSERT DATE]</b></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Action and PAGA Settlement. The Court’s decision whether to finally approve the Class Action and PAGA Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See <b>Section 7</b> of this Notice.</p>
<p><b>You Can Participate in the [INSERT DATE] Final Approval Hearing</b></p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [INSERT DATE]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Class Action and PAGA Settlement at the Final Approval Hearing. See <b>Section 8</b> of this Notice.</p>
<p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [INSERT DATE]</b></p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [INSERT DATE]. See <b>Section 4</b> of this Notice.</p>

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action’s allegations include, but are not limited to, claims that Defendant violated California labor laws by failing to (1) pay for minimum wages for all hours worked; (3) pay overtime wages; (3) provide legally compliant meal periods, or compensation in lieu thereof; (4) provide legally compliant rest periods, or compensation in lieu thereof; (5) furnish written, accurate, itemized wage statements; (6) reimburse necessary business expenses; (7) provide wages when due; and (8) pay sick pay wages. Based on the same claims, Plaintiffs have also asserted claims for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”) and California’s Unfair Competition Law (Business & Professions Code §§ 17200, et seq.). Plaintiffs are represented by the following attorneys in the Action (“Class Counsel.”):

<p><b>BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP</b></p>	<p><b>BLANCHARD, KRASNER &amp; FRENCH</b> David C. Hawkes</p>
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<p>Norman B. Blumenthal  <a href="mailto:norm@bamlawca.com">norm@bamlawca.com</a>      Kyle R. Nordrehaug  <a href="mailto:kyle@bamlawca.com">kyle@bamlawca.com</a>      2255 Calle Clara      La Jolla, CA 92037      Phone: (858) 551-1223</p>	<p><a href="mailto:dhawkes@bkflaw.com">dhawkes@bkflaw.com</a>      800 Silverado St., 2nd Floor      La Jolla, CA 92037      Phone: (858) 551-2440</p>
<p><b>LAW OFFICE OF DAVID A. HUCH</b>      David A. Huch  <a href="mailto:david.a.huch@gmail.com">david.a.huch@gmail.com</a>      12223 Highland Ave, Ste. 106-574      Rancho Cucamonga, CA 91739      Phone: (909) 463-6363</p>	<p><b>MATCHA LAW</b>      Stephen Matcha  <a href="mailto:steve@matchalaw.com">steve@matchalaw.com</a>      13223 Black Mountain Rd., #233      San Diego, CA 92129      Phone: (619) 565-3865</p>

Defendant strongly denies these claims and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settled the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Class Action and PAGA Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Class Action and PAGA Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Class Action and PAGA Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Class Action and PAGA Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Class Action and PAGA Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant has agreed to pay \$1,837,500.00 (One million, eight hundred and thirty-seven thousand, five hundred dollars and zero cents); as the Gross Settlement Amount (“Gross Settlement”), which it will deposit into an account controlled by the Administrator of the Class Action and PAGA Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA

Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 23 days after the Court grants Final Approval and the Judgment is final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Class Action and PAGA Settlement or the Judgment is appealed.

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

- A. Up to \$612,500.00 (Six hundred and twelve thousand, five hundred dollars and zero cents) (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000.00 (Fifty thousand dollars and zero cents) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$15,000 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$35,000 to the Administrator for services administering the Class Action and PAGA Settlement.
- D. Up to \$100,000 for PAGA Penalties, allocated 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,000) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions from the Gross Settlement Amount in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their eligible Class Period Workweeks and PAGA Period Pay Periods.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [INSERT DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [INSERT DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement portion of the Class Action and PAGA Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue those Class Period claims identified in **Section 3.9** of this Notice against Defendant.

You cannot opt-out of the PAGA portion of the Class Action and PAGA Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right (if any) to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Class Action and PAGA Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Class Action and PAGA Settlement will be void: Defendant will not

pay any additional money and Class Members will not release any claims against Defendant.

8. **Administrator.** The Court has appointed a neutral company Atticus Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods; mail and re-mail settlement checks and tax forms; and perform other tasks necessary to administer the Class Action and PAGA Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
9. **Participating Class Members’ Release.** After Defendant has fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Class Action and PAGA Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any of Defendant’s present and former parents, subsidiaries, successors, and affiliated companies or entities, and their respective directors, employees, officers, partners, shareholders, owners, agents, attorneys, insurers, and assigns (collectively, “Released Parties”) for the claims covered by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that occurred during the Class Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the Class Period; including claims occurred during the Class Period for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, California Business and Professions Code § 17200, *et seq.*, and all applicable local and municipal laws for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee’s regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for alleged violations of California’s Paid Sick Leave and Kin Care laws, including any claims Defendant improperly calculates the rate of pay for paid sick leave; (d) all claims for the alleged omission of any kind of remuneration when calculating, and/or the miscalculation of, an employee’s regular rate of

pay; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for the alleged failure to pay vested vacation upon termination of employment; and (g) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

10. **Aggrieved Employees' PAGA Release.** After Defendant has fully funded the Gross Settlement (including by paying any employer payroll taxes as allocated in **Section 3.4** above) and Judgment is final, the State of California—and, by extension, all Aggrieved Employees, whether or not they exclude themselves from the Class Action and PAGA Settlement—will be barred from asserting PAGA claims against Defendant. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant, or any other Released Parties (as defined above) based on the PAGA Period facts alleged in the Action and resolved by this Class Action and PAGA Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

In consideration of the PAGA Settlement Amount, Plaintiffs Gilbert, Marquina, and Louka—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

All Participating and Non-Participating Class Members are therefore deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA Period.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT DATE] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

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

## 5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Class Settlement portion of the Class Action and PAGA Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Jalen Gilbert et al. v. AT&T Mobility Services*

*LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [INSERT DATE], or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Action and PAGA Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Class Action and PAGA Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [INSERT URL] or the Court's website <https://www.lacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Class Action and PAGA Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [INSERT DATE]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jalen Gilbert et al. v. AT&T Mobility Services LLC*, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

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

## 8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] at [INSERT TIME] in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Class Action and PAGA Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually

via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Class Action and PAGA Settlement. The easiest way to read the Agreement, the Judgment or any other Class Action and PAGA Settlement documents is to go to the Administrator's website at [INSERT URL] where these documents will be posted as they become available. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 23STCV24512. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling (213) 310-7000.

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

### Class Counsel:

<b>BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP</b>	<b>BLANCHARD, KRASNER &amp; FRENCH</b>
Norman B. Blumenthal norm@bamlawca.com Kyle R. Nodrehaug kyle@bamlawca.com 2255 Calle Clara La Jolla, CA 92037 Phone: (858) 551-1223	David C. Hawkes dhawkes@bkflaw.com 800 Silverado St., 2nd Floor La Jolla, CA 92037 Phone: (858) 551-2440

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steve@matchalaw.com  
13223 Black Mountain Rd.,  
#233  
San Diego, CA 92129  
Phone: (619) 565-3865

### Settlement Administrator:

**ATTICUS  
ADMINISTRATION**  
P.O. Box 64053  
Saint Paul, MN 55164  
Phone: [INSERT]  
Fax: [INSERT]

E-Mail: [INSERT]  
Settlement Website: [INSERT]

## **10. WHAT IF I LOSE MY SETTLEMENT CHECK**

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

## **11. WHAT IF I CHANGE MY ADDRESS?**

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