

1 **BLUMENTHAL NORDREHAUG BHOWMIK**  
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)  
4 Kyle R. Nordrehaug (State Bar #205975)  
5 Aparajit Bhowmik (State Bar #248066)  
6 2255 Calle Clara  
7 La Jolla, CA 92037  
8 Telephone: (858)551-1223  
9 Facsimile: (858)551-1232  
10 Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)  
11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 Attorneys for Plaintiffs  
13 *Additional Counsel Listed on Following Page*

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

16 EDGARDO MARQUINA, MARVIN  
17 LOUKA, ULISES URIBE and JULIAN  
18 DOMINGO, individuals, on behalf of  
19 themselves, and on behalf of all persons  
20 similarly situated,

21 Plaintiffs,

22 vs.

23 AT&T MOBILITY SERVICES LLC, a Limited  
24 Liability Company; and DOES 1 through 50,  
25 inclusive,

26 Defendants.

CASE NO.: **23STCV24512**

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

Hearing Date: December 4, 2025  
Hearing Time: 11:00 a.m.

Judge: Hon. Timothy Patrick Dillon  
Dept: 15

Date Filed: October 9, 2023  
Trial Date: Not set

1 BLANCHARD, KRASNER & FRENCH  
David C. Hawkes (State Bar # 224241)  
2 dhawkes@bkflaw.com  
800 Silverado St., 2nd Floor  
3 La Jolla, CA 92037  
Telephone: (858) 551-2440  
4 Facsimile: (858) 551-2434

5 MATCHA LAW  
Stephen Matcha (State Bar # 249176)  
6 steve@matchalaw.com  
13223 Black Mountain Rd., #233  
7 San Diego, CA 92129-2699  
Telephone: (619) 565-3865

8 LAW OFFICE OF DAVID A. HUCH  
David A. Huch (State Bar # 222892)  
9 david.a.huch@gmail.com  
12223 Highland Ave., Ste. 106-574  
10 Rancho Cucamonga, CA 91739  
Telephone: (909) 463-6363  
11 Facsimile: (909) 614-7008

12 Attorney for Plaintiffs  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel for Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo  
4 (“Plaintiffs”) in this matter.<sup>1</sup> As such, I am fully familiar with the facts, pleadings and history of  
5 this matter. The following facts are within my own personal knowledge, and if called as a witness,  
6 I could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for  
8 preliminary approval of the proposed class action settlement with Defendant AT&T Mobility  
9 Services LLC (“Defendant”) which seeks entry of an order: (1) preliminarily approving the  
10 proposed settlement of this class action with Defendant; (2) for settlement purposes only,  
11 conditionally certifying the Class, which is comprised of “all individuals who are or previously  
12 were employed by AT&T Mobility Services LLC in California and classified as non-exempt  
13 employees during the Class Period”, which is September 21, 2022, through September 3, 2025; (3)  
14 provisionally appointing Plaintiffs as the representatives of the Class; (4) provisionally appointing  
15 Blumenthal Nordrehaug Bhowmik De Blouw LLP, The Gomez Law Firm, Blanchard, Krasner &  
16 French, the Law Office of David A. Huch, and Matcha Law as Class Counsel; (5) approving the  
17 form and method for providing class-wide notice; (6) directing that notice of the proposed  
18 settlement be given to the class; (7) appointing Atticus Administration as the Administrator, and  
19 (8) scheduling a final approval hearing date that is 150 days from preliminary approval, to consider  
20 Plaintiffs’ motion for final approval of the settlement and for approval of attorneys’ fees, expenses  
21 and service awards. Plaintiffs and Defendant (collectively the “Parties”) have reached a full and  
22 final settlement of the above-captioned action, which is embodied in the Class Action and PAGA  
23 Settlement Agreement (“Agreement”). A true and correct copy of the signed Agreement is  
24 attached hereto as Exhibit #1. The form of the Agreement is based upon the Los Angeles County  
25 Superior Court model form for a class and PAGA settlement. A redline comparison between the  
26 Agreement and the Court’s model form for a class and PAGA settlement is attached hereto as  
27

28 <sup>1</sup> On May 14, 2025, Jalen Gilbert dismissed his claims against Defendant without prejudice.

1 Exhibit #2. This Declaration incorporates by reference the definitions in the Agreement, and all  
2 terms defined therein shall have the same meaning as set forth in the Agreement.

3  
4 Fairness of Settlement

5 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount  
6 of One Million Eight Hundred Thirty-Seven Thousand Five Hundred Dollars (\$1,837,500) (the  
7 “Gross Settlement Amount”) is to be paid by Defendant, as set forth in the Agreement. The Gross  
8 Settlement Amount will settle all issues pending in the Action between the Parties and will be made  
9 in full and final settlement of the Released Class Claims in exchange for the payments to  
10 Participating Class Members from the Net Settlement Amount, and includes (a) the costs of  
11 administration of the settlement, (b) all attorneys' fees and costs, (c) the Class Representative  
12 Service Payments, and (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to  
13 the Aggrieved Employees. (Agreement at ¶ 1.22.) The following is a table of the key financial  
14 terms of the Settlement and the proposed deductions:

15 **\$1,837,500** (Gross Settlement Amount)

- 16 - \$60,000 (Plaintiffs' proposed service awards - not to exceed \$15,000 each)  
17 - \$50,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)  
18 - \$612,500 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)  
19 - \$100,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)  
20 - \$35,000 (Administration Expenses Payment - not to exceed amount)

21 **\$980,000** (Net Settlement Amount)

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

27 5. On March 18, 2025, the Parties participated in an all-day mediation session presided  
28 over by Lynne Frank, Esq., a respected and experienced mediator of wage and hour class actions.

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

8  
9 6. **Maximum Valuation and Discounted Valuation.** Based upon approximately  
10 5,300 Class Members who collectively worked approximately 350,000 workweeks (Agreement at ¶  
11 4.1), the Gross Settlement Amount provides an average value of \$346 per Class Member and \$5.25  
12 per workweek and after deductions, the Net Settlement Amount provides an average recovery of  
13 \$184.90 per Class Member and a recovery of \$2.80 per workweek. The calculations to compensate  
14 for the amount due for the Class at the time of the mediation were calculated by Berger Consulting,  
15 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used  
16 this expert to analyze the data and determine the potential unpaid wages for the employees. The  
17 maximum potential damages were calculated to be \$5,197,550 for the alleged unpaid wages due to  
18 off-the-clock work at 30 minutes per week, \$1,514,493 for alleged damages based upon the  
19 miscalculation of the regular rate applicable to meal and rest period premiums, sick pay and  
20 vacation/PTO pay, \$473,960 for alleged unreimbursed business expenses for personal cell phone  
21 usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant was  
22 subject to a maximum damage claim in the amount of \$7,186,003. As to potential penalties,  
23 Plaintiffs calculated that potential waiting time penalties were a maximum of \$6,468,426, and  
24 potential maximum wage statement penalties were \$4,479,550.<sup>2</sup> Defendant vigorously disputed

25 \_\_\_\_\_  
26 <sup>2</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203  
27 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate  
28 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium  
wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs  
and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.

1 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of  
2 \$1,837,500 represents more than 25% of the maximum value of the alleged damages at issue in this  
3 case at the time this Settlement was negotiated.<sup>3</sup> Importantly, the recent decision that good faith  
4 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,  
5 1065 (2024), could completely negate the claims for waiting time and wage statement penalties,  
6 even if wages were owed to the Class. The above maximum calculations should then be adjusted in  
7 consideration for both the risk of class certification and the risk of establishing class-wide liability  
8 on all claims. Given the amount of the settlement as compared to the potential value of claims in  
9 this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific  
10 details as to the calculation and valuation of the claims for purposes of mediation and the  
11 negotiation of the Settlement are as follows:

12           **A. Payroll and Timekeeping Data.** Defendant is a multinational  
13 telecommunications company which operates retail stores selling cellphones  
14 and cellphone services to consumers. Plaintiffs received data concerning the  
15 class size and the workweeks for the class for mediation. See also Declaration  
16 of David Hutch at ¶ 2. Based on the data received, the average rate of pay for  
17 the Class used in the class-wide valuation calculations was \$24.16.

18           **B. Alleged Off-The-Clock Work.** The off-the-clock claim is based on  
19 allegations that Defendant knew or should have known the Class Members  
20 worked off the clock due to pre-shift and post-shift activities such as  
21 inspections, login activities and shut down procedures. As a result, they were  
22 systematically subjected to this alleged uncompensated work time.  
23 Off-the-clock damages assume employees were not paid 30 minutes per  
24

---

25 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a  
26 good faith dispute as to whether and when the wages were due.").

27 <sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The  
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 workweek. Unpaid off-the-clock time based on 30 minutes per week sums up  
2 to 175,000 total unpaid OTC hours. 42% of these hours are assumed  
3 overtime. Unpaid OTC wages are calculated as the sum of unpaid regular  
4 OTC wages (at hourly rate) and unpaid overtime OTC wages (at 1.5x hourly  
5 rate). As a result, the maximum value of the claim for unpaid wages due to  
6 alleged off-the-clock work was \$5,197,550. In light of the Defendant's  
7 policies requiring work time to be properly recorded by the employee,  
8 Plaintiffs believe that class certification for this claim is uncertain and off-  
9 the-clock claims are difficult to on a class-wide basis for liability and  
10 recovery given the lack of documentation and the potential for individual  
11 variances as to time and experience, not to mention Defendant's position that  
12 this work time is in fact recorded. Plaintiffs discounted this maximum  
13 valuation for this claim by 30% for the risk of certification and 30% for the  
14 risks of class-wide liability, resulting in a discounted value of \$467,780.

15 **C, Alleged Underpayment of Meal and Rest Periods, and Sick Pay.** Plaintiff  
16 alleges that when paying meal and rest period premiums, sick pay, and  
17 vacation/PTO pay, the Defendant incorrectly calculated the regular rate used  
18 for these wages. Plaintiff alleged that the following additional remunerations  
19 were not included in the regular rate: overtime: pay period compensation was  
20 INCENTIVE PMT (25), NONMGMT LUMP WAGE PYMT (1), and  
21 monthly was COMMISSION (140).. 20% of pay periods have alleged meal  
22 period underpayments, 3.7% of pay periods have alleged rest period  
23 underpayments, 7% of pay period have alleged sick pay underpayments, and  
24 20% of employees have alleged alleged vacation/PTO underpayments at  
25 termination. The damages are calculated as the differences between the  
26 earnings, assuming these earnings were paid properly at the regular rate  
27 including all remunerations above, and the actual payouts. The alleged  
28 unpaid wages from the miscalculation of the regular rate applicable to

1 overtime was calculated to total \$1,514,493. Plaintiff believes there is a  
2 strong likelihood of liability and a medium likelihood of class certification.  
3 Plaintiffs discounted this maximum valuation for this claim by 70% for the  
4 risk of certification and 50% for the risks of class-wide liability, resulting in a  
5 discounted value of \$530,073

6 **D, Alleged Business Expenses Reimbursement.** The expense reimbursement  
7 claim was based upon the personal cell phone usage for work purposes, such  
8 as calls with management. The value of this claim used was \$5 per month to  
9 calculate that the maximum potential damages for the alleged failure to  
10 reimburse business expenses were \$473,960. Plaintiff believes that there is a  
11 medium of class certification for this claim, and medium likelihood of class-  
12 wide liability. Defendant contended that any expenses were merely  
13 convenient and voluntary such that reimbursement was not legally required.  
14 This defense could result in a denial of a denial of liability on this claim.  
15 Plaintiffs discounted this claim by 50% for the risk of certification, but  
16 discounted the claim by 50% for the risks of class-wide liability and  
17 recovery, resulting in a discounted value of \$118,490.

18 **E. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated for  
19 all 1,398 terminated employees x 30 days x 6.4 hours per day. As such, the  
20 maximum value of the potential waiting time penalties were calculated to be  
21 \$6,468,426. This claim is entirely derivative of the unpaid wage claims  
22 above, and therefore suffers from the same risks, plus Defendant maintains  
23 additional defenses of a good faith defense specific to this claim. The recent  
24 decision that good faith belief dispute as to wages owed by the employer in  
25 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could  
26 completely negate this claim even if wages were owed to the class. In light  
27 of the state of the law, and the Defendant's defenses not only to the predicate  
28 claims and certification, but also as to a good faith defense to the wage

1 statement claim resulting in an additional 25% discounting, Plaintiff  
2 discounted this claim significantly to \$145,540.

3 **F. Alleged Wage Statement Penalties.** Wage Statement Penalties are  
4 calculated at \$50 for the initial violation and \$100 for each subsequent  
5 violation with a max of \$4,000 per employee (assumes 100% violation) for  
6 the 3,427 employees in the wage statement claim one year statute of  
7 limitations. The Wage Statement claim is predicated and is derivative of the  
8 above claims, so the maximum valuation assumed there was a violation in  
9 every pay period within the applicable one-year statute of limitation. The  
10 maximum value of the potential wage statement penalties were therefore  
11 calculated to be \$4,479,550. This claim is entirely derivative of the unpaid  
12 wage claims above, and therefore suffers from the same risks, plus Defendant  
13 maintains additional defenses of a lack of knowing and willful conduct  
14 specific to this claim. The recent decision that good faith belief of  
15 compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.  
16 5th 1056, 1065 (2024), could completely negate this claim even if wages  
17 were owed to the class. In light of the state of the law, and the Defendant's  
18 defenses not only to the predicate claims but also as to a good faith defense to  
19 the wage statement claim, resulting in an additional 25% discounting,  
20 Plaintiff discounted this claim significantly to \$100,790.

21 **G. Total Discounted Valuation.** Based upon the above discounted valuations  
22 for each of the above class claims, the total discounted valuation for all class  
23 claims would be \$1,362,673, which compares favorably to the Gross  
24 Settlement Amount in this Settlement.

25 **H. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA  
26 penalties are paid primarily (75%) to the State of California, and do not  
27 compensate for or release the individual claims of the employees. As such,  
28

1 the PAGA Claim is not included in this valuation, however, the PAGA claim  
2 is addressed separately below at paragraph 33.

3  
4 Procedural History of the Litigation

5 7. On August 18, 2023, Plaintiff Edgardo Marquina filed with the LWDA and served  
6 on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code  
7 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code  
8 violations. The PAGA Notice by Edgardo Marquina specifically alleged violations of Labor Code  
9 §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2),  
10 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,  
11 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to  
12 Provide Seating), and violation of the applicable Wage Order(s) and also included and incorporated  
13 a copy of the draft complaint with this PAGA Notice. On November 3, 2023, Plaintiff Marvin  
14 Louka filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3  
15 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved  
16 Employees for various Labor Code violations. These PAGA Notices are attached hereto as Exhibit  
17 #3 for the Court's reference.

18 8. On October 9, 2023, former plaintiff Jalen Gilbert and current Plaintiff Edgardo  
19 Marquina commenced their action against Defendant. On June 14, 2024, Gilbert and Marquina  
20 filed a First Amended Complaint, which named Marvin Louka as a third plaintiff. On May 14,  
21 2025, Gilbert dismissed his claims against Defendant without prejudice.

22 9. On May 14, 2025, Marquina and Louka filed a Second Amended Complaint, which  
23 named Ulises Uribe and Julian Domingo as additional plaintiffs. The Second Amended Complaint  
24 is the operative complaint in the Action ("Operative Complaint").

25 10. Over the course of litigation, the Parties engaged in the investigation of the claims,  
26 including informal discovery, and the production of hundreds of pages of documents, class data,  
27 and other information, allowing for the full and complete analysis of liabilities and defenses to the  
28 claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data

1 concerning the class; (2) payroll data and time punch data for the Plaintiffs; (3) Defendant's wage  
2 and hour policies; (4) the employment file for the Plaintiffs; and, (5) samples of wage statements  
3 provided by Defendant. As such, Class Counsel received the data and information for the Class,  
4 which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

5 11. Class Counsel has extensive experience in litigating wage and hour class actions in  
6 California. The Parties have intelligently litigated the Action since inception. During the course of  
7 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and  
8 Defendant have engaged in significant research and investigation in connection with the Action.  
9 Plaintiffs obtained informal discovery and the production of relevant documents and data from the  
10 Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution  
11 of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

12 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a  
13 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of  
14 documents and information in connection with the Action. On March 18, 2025, the Parties  
15 participated in an all-day mediation presided over by Lynne Frank, a respected mediator of wage  
16 and hour representative and class actions. Following the mediation, each side, represented by its  
17 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which  
18 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms  
19 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and  
20 contentious.

21 13. Although a settlement has been reached, Defendant denies any liability or  
22 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for  
23 any purpose other than settlement, the Action is appropriate for class and/or representative  
24 treatment. Defendant contends, among other things, that it has complied at all times with the  
25 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,  
26 Defendant contends that class certification is inappropriate for any reason other than for settlement.  
27 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend  
28 that the Action is appropriate for class certification on the basis that the claims meet the requisites

1 for class certification. Without admitting that class certification is proper, Defendant has stipulated  
2 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 12.1). The  
3 Parties agree that certification for settlement purposes is not an admission that class certification is  
4 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that  
5 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the  
6 Parties stipulate and agree that the requisites for establishing class certification with respect to the  
7 Class are satisfied.

8 14. Class Counsel has conducted an investigation into the facts of the class action.  
9 Informal discovery was obtained, which included the production of thousands of pages documents  
10 and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and  
11 data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class  
12 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of  
13 success on the merits and the results that could be obtained through further litigation. In addition,  
14 Class Counsel previously negotiated settlements with other employers in actions involving nearly  
15 identical issues and analogous defenses. Based on the foregoing data and their own independent  
16 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant  
17 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of  
18 the Class in light of all known facts and circumstances, including the risk of significant delay,  
19 defenses asserted by Defendant, and potential appellate issues.

20  
21 Settlement Terms and Plan of Allocation

22 15. The Gross Settlement Amount is One Million Eight Hundred Thirty-Seven Thousand  
23 Five Hundred Dollars (\$1,837,500). (Agreement at ¶ 1.22.) Under the Settlement, the Gross  
24 Settlement Amount consists of the following elements: (1) payment of the Individual Class  
25 Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel  
26 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative  
27 Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment allocated 75% to the  
28 LWDA PAGA Payment and 25% to the Individual PAGA Payments. (Agreement at ¶ 1.22.) The

1 Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶  
2 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶  
3 3.1.)

4 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay  
5 payroll taxes thereon no later than 23 days after the Effective Date. (Agreement at ¶ 4.3.) The  
6 distribution of Individual Class Payments to Participating Class Members will be made within 7  
7 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 4.4.)

8 17. The amount remaining in the Gross Settlement Amount after the deduction of  
9 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class  
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
11 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be  
12 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.27 and 3.2.)  
13 The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement  
14 Amount by the total number of Workweeks worked by all Participating Class Members during the  
15 Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.  
16 (Agreement at ¶ 3.2.4.) Workweeks will initially be based on Defendant's records, however, Class  
17 Members will have the right to challenge the number of Workweeks.

18 18. Class Members may choose to opt-out of the Settlement by following the directions  
19 in the Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not "opt out" will be  
20 deemed Participating Class Members who will be bound by the Settlement and will be entitled to  
21 receive an Individual Class Payment. (Agreement at ¶ 7.5.3.) All Aggrieved Employees, including  
22 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and  
23 will remain subject to the release of the Released PAGA Claims regardless of their request for  
24 exclusion from the Class. (Agreement at ¶¶ 5.3 and 8.5.4.) Finally, the Class Notice will advise the  
25 Class Members of their right to object to the Settlement and/or dispute their Workweeks.  
26 (Agreement at ¶¶ 7.6 and 7.7, and Ex. A.)

27 19. Participating Class Members must cash their Individual Class Payment check within  
28 180 days after it is mailed. (Agreement at ¶ 4.4.1.) Any settlement checks not cashed within 180

1 days will be voided and any funds represented by such checks sent to the California Controller's  
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"  
3 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).  
4 (Agreement at ¶ 4.4.3.)

5 20. Subject to Court approval, the Parties have agreed on Atticus Administration to  
6 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator  
7 will be paid for settlement administration in an amount not to exceed \$35,000. (Agreement at ¶  
8 3.2.3.) As detailed in the declaration from the Atticus Administration, Atticus Administration  
9 provided an estimate of \$31,000 for administration expenses.

10 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
11 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
12 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of  
13 Class Counsel Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶  
14 3.2.2.) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000  
15 to each Plaintiff as their Class Representative Service Payments. (Agreement at ¶ 3.2.1.)

16 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross  
17 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.  
18 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$100,000. (Agreement at ¶¶  
19 1.33 and 3.2.5.) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment  
20 shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency  
21 ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments  
22 to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay  
23 Periods.<sup>4</sup> (Agreement at ¶ 3.2.5.) As set forth in the accompanying proof of service, the LWDA has  
24 been served with this motion and the Agreement.

25  
26  
27  
28 <sup>4</sup> The PAGA claim was initiated prior to June 2024, and therefore the prior version of Labor  
Code ¶2699 applies to the 75/25 allocation.

1 Risks of Continued Litigation and Standards for Approval

2           23. Plaintiffs and Class Counsel recognize the expense and length of continuing to  
3 litigate and trying this Action against Defendant through possible appeals which could take several  
4 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,  
5 especially in complex class actions such as this Action. Class Counsel is also mindful of and  
6 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the  
7 Action. Lynne Frank their evaluation, Plaintiffs and Class Counsel have determined that the  
8 Settlement set forth in the Agreement is in the best interest of the Class Members.

9           24. A number of defenses asserted by Defendant present serious threats to the claims of  
10 the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied  
11 with all applicable labor laws. Defendant argued that Class Members were paid for all time worked  
12 and that all work time was properly recorded. Defendant contends that its meal and rest period  
13 policies fully complied with California law and Defendant did not fail to provide the opportunity for  
14 legally required meal and rest breaks. Defendant showed that any potential violations for missed  
15 meal periods was very low, and there were more premiums paid than potential violations.  
16 Defendant could argue that this payment of significant meal period premiums is evidence of its  
17 lawful practices. As a result, the meal and rest period claim exposure was limited to the alleged  
18 underpayment of these premiums based upon the miscalculation of the regular rate. Defendant  
19 contends that there was no failure to pay for business expenses and any cell phone usage was  
20 merely convenient and voluntary such that reimbursement was not legally required. Finally,  
21 Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th  
22 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal  
23 and rest period claims. Defendant also argues that based on their facially lawful practices,  
24 Defendant acted in good faith and without willfulness, which if accepted would negate the claims  
25 for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec.*  
26 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith  
27 believed it was providing a complete and accurate wage statement in compliance with the  
28 requirements of section 226, then it has not knowingly and intentionally failed to comply with the

1 wage statement law.”) Defendant’s defenses could eliminate or substantially reduce any recovery  
2 to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains  
3 these defenses have merit and therefore present a serious risk to recovery by the Class.

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

13 26. This settlement is therefore certainly entitled to preliminary approval. Were this  
14 case to go to trial, the Plaintiffs and the other class members would need to prove, among other  
15 things, that wages were owed on a class-wide basis. As explained below, this was and is a  
16 substantial risk:

17 A. **Risks With Specific Claims and Their Class-Wide Valuations** - The specific  
18 claims also had risks which impacted both liability and the valuation of the claim.  
19 Some of these specific defenses are addressed in the Declaration of David Huch at ¶  
20 7. While liability and certification of the claim based on the underpayment of  
21 wages due to the miscalculation of the regular rate was strong in my opinion, the  
22 damages to the Class were less than what this settlement provides. Other than the  
23 alleged underpayment, the meal and rest break claims were otherwise not viable  
24 because the evidence showed that any potential violations for missed meal periods  
25 was very low, and there were more premiums paid than potential violations. As to  
26 the alleged claim for off-the-clock-work, again this claims presented problems both  
27 as to certification and liability. Defendant could argue that the alleged tasks were  
28 either performed while clocked in or were otherwise negligible work time.

1 Defendant disputed that the alleged off-the-clock work would amount to 30 minutes  
2 per week as Plaintiffs calculated, as Defendant contended that even if there was such  
3 unaccounted time, it was a sporadic such as a login delay and just a few minutes.  
4 Therefore, this claim would be difficult to prove and to value on a class-wide basis  
5 even if certified. Finally, as to the statutory penalties relating to waiting time and  
6 wage statements, these claims are both derivative of the above claims and are subject  
7 to their own defenses. As discussed above, the Defendant asserted significant  
8 defenses to all of the predicate violations, which means that under the new decision  
9 in *Naranjo*, even if the violations were proven, these penalties would be denied. As  
10 a result, the claims for statutory penalties could have no value through continued  
11 litigation.

12 27. Plaintiffs will apply to the Court for Class Representative Service Payments in  
13 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶  
14 3.2.1.) Plaintiffs performed their duties admirably by working with Class Counsel over the course  
15 of litigation. The Declarations of the Plaintiffs are submitted in support. At this stage, the not to  
16 exceed amount for the requested service award is within the accepted range of awards for purposes  
17 of preliminary approval, subject to the Court's determination at final approval. *See e.g. Andrews v.*  
18 *Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that  
19 the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*,  
20 2019 U.S. Dist. LEXIS 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service  
21 award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018)  
22 (awarding \$12,500 where average class member payment was \$351); *Louie v. Kaiser Foundation*  
23 *Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service  
24 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,  
25 \*16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of  
26 \$100,000 in enhancements).

27 28. The stage of the proceedings at which this Settlement was reached also militates in  
28 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has

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

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

16  
17 Class Certification Issues

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

22         All individuals who are or previously were employed by AT&T Mobility Services  
23         LLC in California and classified as non-exempt employees during the Class Period.

24 (Agreement at ¶ 1.5.)

25 The Class Period is from September 21, 2022, through September 3, 2025. (Agreement at ¶ 1.12.)

26         a. **Numerosity** Plaintiffs assert that the 5,300 current and former employees  
27 that comprise the Class can be identified based on Defendant's records and are sufficiently  
28 numerous for class certification.

1                   b.       **Common Issues Predominate** - Plaintiffs contend that common questions of  
2 law and fact are present, specifically the common questions of whether Defendant's employment  
3 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,  
4 whether Defendant failed to properly calculate the regular rate when paying wages, whether Class  
5 Members were lawfully compensated for all hours worked, whether Defendant failed to provide  
6 required expense reimbursement, and whether Class Members are entitled to damages and penalties  
7 as a result of these practices. Plaintiffs contend that certification of this Class is appropriate  
8 because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a  
9 result, these common questions of liability could be answered on a class wide basis.

10                   c.       **Typicality** - In this Action, Plaintiffs contend that the typicality requirement  
11 is fully satisfied. Plaintiffs, like every other member of the Class, were employed by Defendant as  
12 non-exempt employees, and, like every other member of the Class, were subject to the same  
13 employment policies and practices. Plaintiffs, like every other member of the Class, also claim  
14 owed compensation as a result of the Defendant's uniform company policies and practices. Thus,  
15 the claims of Plaintiffs and the members of the Class arise from the same course of conduct by  
16 Defendant, involve the same issues, and are based on the same legal theories.

17                   d.       **Adequacy** - Plaintiffs contend that the Class Members are adequately  
18 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest  
19 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This  
20 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the  
21 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively  
22 communicated with Class Counsel, provided documents and information to Class Counsel, and  
23 participated in the investigation and resolution of the Action. The personal involvement of the  
24 Plaintiffs was essential to the prosecution of the Action and the monetary settlement reached.  
25 Second, Plaintiffs retained competent counsel who are experienced in employment class actions and  
26 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiffs and  
27 those of the Class. Both the Plaintiffs and the Class Members seek monetary relief under the same  
28

1 set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and  
2 adequacy of representation is satisfied.

3 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
4 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can  
5 competently represent the Class. Other lawyers at my firm and I have extensive class litigation  
6 experience. We have handled a number of class actions and complex cases and have acted both as  
7 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
8 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
9 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
10 employment law class actions, including claims for misclassification, overtime, expense  
11 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
12 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
13 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be  
14 adequate counsel by the courts throughout California. We have been approved as experienced class  
15 counsel by both state and federal courts in California in contested class certification proceedings. A  
16 true and correct copy of the resume of my firm is attached hereto as Exhibit #4. The Class in this  
17 settlement is defined as "all individuals who are or previously were employed by AT&T Mobility  
18 Services LLC in California and classified as non-exempt employees during the Class Period." I  
19 have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or  
20 representation which would prevent my firm from representing the interests of the Class this case.  
21 My firm only represents employees, and not employers. My firm has never represented Defendant  
22 nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is  
23 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class  
24 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of  
25 other employees and classes as the claims are all against different and distinct employers. I can  
26 think of no conflict that would arise in our representation of the Class and our adequate  
27 representation of the Class is evidenced by the successful prosecution of the class claims to reach an  
28 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any

1 affiliation with the proposed Administrator for this settlement. Thus, the adequacy requirement for  
2 my firm is satisfied.

3 32. The Class Notice, drafted jointly and agreed upon by the Parties through their  
4 respective counsel and to be approved by the Court, is based on the Los Angeles model form and  
5 includes all relevant information. (See Exhibit "A" to the Agreement.) The Parties agree that the  
6 Class Notice need only be in English as all Class Members were able to read and understand  
7 English as a condition of their employment. The Class Notice will include, among other  
8 information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members  
9 if they do not opt out, including a description of the applicable release; (iii) information to the Class  
10 Members regarding how to opt out and how to object to the Settlement; (iv) the estimated  
11 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and  
12 expenses to be sought; (v) the amount of the Plaintiffs' service award request; and (vi) the  
13 anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall  
14 have thirty (30) days from the date that the Class Notice is mailed to them (the "Response  
15 Deadline") to request exclusion (opt-out) or to submit a written objection, which will be extended  
16 14 days in the event of a re-mailing. (Agreement at ¶¶ 1.42, 7.5, 7.7.) Class Members shall be  
17 given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses  
18 and to appear at the Final Approval Hearing. (Agreement at ¶ 7.7.) Class Members who do not  
19 submit a timely and proper request to opt-out will automatically receive a payment of their  
20 Individual Class Payment. This notice program was designed to meaningfully reach the Class  
21 Members and it advises them of all pertinent information concerning the Settlement.

22  
23 33. The PAGA Claim -

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

1 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on  
2 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of  
3 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that  
4 primary consideration. "The LWDA recognizes that this Court does not review the PAGA  
5 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is  
6 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
7 class members." (LWDA Response at p.4).

8           b.       **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the  
9 maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be  
10 between \$8,750,000 and \$17,500,000 for a single violation in every one of the 175,000 pay periods  
11 at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the  
12 case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of  
13 Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the  
14 maximum rate per pay period but without stacking.<sup>5</sup> The PAGA allocation in the Settlement is the  
15 amount of \$100,000. This allocation is justified by several important considerations. First, the  
16 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant  
17 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of  
18 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should  
19 be awarded, and I am aware of one Court which has so ruled. These additional defenses present a  
20 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be  
21 awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed  
22 a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any  
23 PAGA penalties awarded could be significantly less than Plaintiffs' calculation even where  
24

---

25       <sup>5</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
26 The valuation of between \$8,750,000 and \$17,500,000 is the civil penalty amount without stacking.  
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay  
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the  
cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA  
casts further doubt on whether stacking would be permitted.

1 Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 175,000 pay  
2 periods were established, using the valuation from *Carrington* results in a potential recovery of only  
3 \$875,000 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable  
4 percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the  
5 Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

6           c.       **Comparable PAGA Settlements.** In reaching the settlement of the PAGA  
7 claim, Class Counsel was also aware of what allocations other Courts have approved for similar  
8 PAGA settlements as compared to the total settlement amount. A class settlement that allocates  
9 approximately 5% of the total settlement value to resolve the PAGA claims applicable to the class  
10 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,  
11 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the  
12 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
13 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
14 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
15 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
16 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
17 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA  
18 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
19 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9  
20 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
21 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
22 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
23 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
24 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
25 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
26 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
27 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*  
28 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000

1 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
2 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*  
3 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
4 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
5 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
6 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*  
7 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or  
8 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441  
9 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);  
10 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.  
11 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of  
12 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case  
13 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement  
14 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.  
15 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement  
16 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case  
17 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement  
18 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)  
19 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*  
20 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or  
21 0.34% of \$1,450,000 settlement amount).

22  
23 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
24 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
25 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
26 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
27 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
28 of the class action awards obtained by Class Counsel in similar employment actions throughout the

1 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
2 settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior  
3 Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a  
4 wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa  
5 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third  
6 fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*  
7 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger  
8 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,  
9 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP  
10 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class  
11 settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento  
12 Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-  
13 third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*  
14 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a  
15 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage*  
16 *and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham  
17 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*  
18 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren  
19 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,  
20 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge  
21 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June  
22 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.  
23 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class  
24 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court  
25 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage  
26 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*  
27 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.  
28 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September

1 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-  
2 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class  
3 action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego  
4 Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage  
5 and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.*  
6 (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee  
7 award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*  
8 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer,  
9 Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in  
10 *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa  
11 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in  
12 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No.  
13 CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class  
14 settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior  
15 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and  
16 hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County  
17 Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee  
18 award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger*  
19 *Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Cluster  
20 approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v.*  
21 *Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz  
22 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in  
23 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge  
24 Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November  
25 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-  
26 02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.  
27 On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-  
28 2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class

1 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County  
2 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a  
3 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*  
4 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third  
5 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*  
6 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow  
7 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in  
8 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri  
9 Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025,  
10 in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge  
11 Theodore Zayner approved a one-third fee award in a wage and hour class settlement. A fee award  
12 equal to one-third of the common fund is therefore reasonable in light of the fees that have been  
13 awarded in other similar cases.

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

1 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);  
2 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
3 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*  
4 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,  
5 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los  
6 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*  
7 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,  
8 2011)(awarding \$10,000 service award together with additional compensation for their general  
9 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court  
10 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.  
11 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);  
12 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior  
13 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,  
14 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000  
15 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los  
16 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*  
17 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,  
18 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa  
19 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
20 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,  
21 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS  
22 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);  
23 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding  
24 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside  
25 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*  
26 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000  
27 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange  
28 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*

1 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,  
2 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior  
3 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*  
4 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.  
5 1, 2018) (awarding \$10,000 service award).

6  
7 36. Potentially Related Other Actions - Besides this Action, I am unaware of any other  
8 related cases pending against Defendant which would be impacted by this settlement. The Parties  
9 attested to the fact that they are unaware of any other cases in paragraph 2.6 of the Agreement. The  
10 Declaration of Raymond W. Bertrand from the Defendant, attached hereto as Exhibit #5, verifies  
11 that Defendant is not award of any other pending matter asserting claims that would be extinguished  
12 or adversely affected by the Settlement.

13  
14 37. Administration - After seeking bids from qualified administrators, Atticus  
15 Administration was selected as the Administrator, as Atticus Administration provided an estimate  
16 of \$31,000 to perform the settlement administration for a Class of up 5,300. I have used Atticus  
17 Administration successfully as the administrator in several settlements in the last couple years and  
18 know them to be competent and experienced. My firm has no relationship or connection with  
19 Atticus Administration, and thus no conflict of interest exists. A Declaration from Atticus  
20 Administration which includes the estimate for administration from Atticus Administration is being  
21 submitted in support of this motion.

22  
23 Service on the LWDA:

24 38. At the same time as the filing and service of this declaration, I also served the  
25 LWDA with the entire motion for preliminary approval which service included the Class Action  
26 and PAGA Settlement Agreement, which is verified by the accompanying proof of service. The  
27 service of the Agreement on the LWDA was made on August 19, 2025 and a copy of the email  
28 receipt for this service is attached hereto as Exhibit #6.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

0  
1  
2  
3  
4  
5  
6  
7  
8  
9  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT #1**

# 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 use 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	<b>BLUMENTHAL NORDREHAUG</b>	<b>BLANCHARD, KRASNER &amp;</b>
Plaintiffs:	<b>BHOWMIK DE BLOUW LLP</b>	<b>FRENCH</b>
	c/o Norman B. Blumenthal	c/o David C. Hawkes

Kyle R. Nodrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Piya Mukherjee  
Charlotte James  
2255 Calle Clara  
La Jolla, CA 92037

E-Mail:  
norm@bamlawca.com  
kyle@bamlawca.com  
aj@bamlawca.com  
nick@bamlawca.com  
piya@bamlawca.com  
charlotte@bamlawca.com

800 Silverado St., 2nd Floor  
La Jolla, CA 92037

E-Mail:  
dhawkes@bkflaw.com

**LAW OFFICE OF DAVID A. HUCH**  
c/o David A. Huch  
12223 Highland Ave, Ste. 106-574  
Rancho Cucamonga, CA 91739

E-Mail:  
david.a.huch@gmail.com

**MATCHA LAW**  
c/o Stephen Matcha  
13223 Black Mountain Rd., #233  
San Diego, CA 92129

E-Mail:  
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

E-Mail:  
raymondbertrand@paulhastings.com  
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  
Edgardo Marquina (May 16, 2025 16:09 PDT)

**PLAINTIFF MARVIN LOUKA**

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

**PLAINTIFF ULISES URIBE**

Signature: Ulises Uribe \_\_\_\_\_ Date: 05/16/2025  
Ulises Uribe (May 16, 2025 15:57 PDT)

**PLAINTIFF JULIAN DOMINGO**

Signature:  \_\_\_\_\_ Date: 05/23/2025  
Julian Domingo (May 23, 2025 17:26 PDT)

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 68687)

Kyle R. Nordrehaug (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:  \_\_\_\_\_

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.

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: \_\_\_\_\_

**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 Hawkes

Date: 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. Huch

Date: 05 / 20 / 2025

**MATCHA LAW**

Stephen Matcha (SBN 249176)

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

Signature: SM

Date: 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 Jensen

Date: 6/5/25

Title: AVP Sr. Legal Counsel

Signature: [Signature]

**PAUL HASTINGS LLP**

Raymond W. Bertrand (SBN 220771)

James P. de Haan (SBN 322912)

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

Signature: RWB

Date: 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 Hawkes

Date: 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. Huch

Date: 05 / 20 / 2025

**MATCHA LAW**

Stephen Matcha (SBN 249176)

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

Signature: Sam

Date: 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>	<p>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.</p> <p>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>

<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; (2) 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>
--	---

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

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:

#### **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal  
norm@bamlawca.com  
Kyle R. Nodrehaug  
kyle@bamlawca.com  
2255 Calle Clara  
La Jolla, CA 92037  
Phone: (858) 551-1223

#### **BLANCHARD, KRASNER & FRENCH**

David C. Hawkes  
dhawkes@bkflaw.com  
800 Silverado St., 2nd Floor  
La Jolla, CA 92037  
Phone: (858) 551-2440

#### **LAW OFFICE OF DAVID A. HUCH**

David A. Huch  
david.a.huch@gmail.com  
12223 Highland Ave, Ste. 106-574  
Rancho Cucamonga, CA 91739  
Phone: (909) 463-6363

#### **MATCHA LAW**

Stephen Matcha  
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.

**EXHIBIT #2**

# Compare Results

Old File:

**LA - Model Agreement - Class and PAGA  
Settlement.pdf**

**20 pages (304 KB)**  
8/19/2025 12:17:19 PM

versus

New File:

**AT&T\_Gilbert - Settlement Agreement -  
FINAL.pdf**

**26 pages (302 KB)**  
8/19/2025 12:16:54 PM

Total Changes

337

Text only comparison

Content

279 Replacements  
32 Insertions  
26 Deletions

Styling and  
Annotations

0 Styling  
0 Annotations

Go to First Change (page 1)

# 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 use 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	<b>BLUMENTHAL NORDREHAUG</b>	<b>BLANCHARD, KRASNER &amp;</b>
Plaintiffs:	<b>BHOWMIK DE BLOUW LLP</b>	<b>FRENCH</b>
	c/o Norman B. Blumenthal	c/o David C. Hawkes

Kyle R. Nodrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Piya Mukherjee  
Charlotte James

2255 Calle Clara  
La Jolla, CA 92037

E-Mail:  
norm@bamlawca.com  
kyle@bamlawca.com  
aj@bamlawca.com  
nick@bamlawca.com  
piya@bamlawca.com  
charlotte@bamlawca.com

800 Silverado St., 2nd Floor  
La Jolla, CA 92037

E-Mail:  
dhawkes@bkflaw.com

**LAW OFFICE OF DAVID A. HUCH**  
c/o David A. Huch  
12223 Highland Ave, Ste. 106-574  
Rancho Cucamonga, CA 91739

E-Mail:  
david.a.huch@gmail.com

**MATCHA LAW**  
c/o Stephen Matcha  
13223 Black Mountain Rd., #233  
San Diego, CA 92129

E-Mail:  
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

E-Mail:  
raymondbertrand@paulhastings.com  
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: \_\_\_\_\_

**PLAINTIFF MARVIN LOUKA**

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

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

**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: \_\_\_\_\_

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: \_\_\_\_\_

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 #3**

# **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

August 18, 2023

CA 3016

## **VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

AT&T Mobility Services LLC  
Certified Mail #9589071052700182373876  
CT Corporation System  
AMANDA GARCIA  
330 N BRAND BLVD, Suite 700  
GLENDALE, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by AT&T Mobility Services LLC in California, including any employees staffed with AT&T Mobility Services LLC by a third party, and classified as non-exempt employees during the time period of August 18, 2022 until a date as determined by the Court. Our offices represent Plaintiffs Edgardo Marquina and Jalen Gilbert (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against AT&T Mobility Services LLC (“Defendant”). Plaintiff Marquina was employed from November of 2017 to June 21, 2023 by Defendant in California. Plaintiff Gilbert was employed with Defendant from July of 2022 to July of 2023. Plaintiffs were at all times classified by Defendant as a non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

# BLANCHARD, KRASNER & FRENCH

TELEPHONE: (858) 551-2440  
FACSIMILE: (858) 551-2434  
E-MAIL: [bkf@bkflaw.com](mailto:bkf@bkflaw.com)  
WEB: <http://www.bkflaw.com>

A PROFESSIONAL CORPORATION

800 SILVERADO STREET, SECOND FLOOR  
LA JOLLA, CALIFORNIA 92037

ALAN W. FRENCH  
(Deceased)

November 2, 2023

## **VIA ONLINE SUBMISSION ([www.dir.ca.gov](http://www.dir.ca.gov))**

California Department of Industrial Relations  
Labor and Workforce Development Agency  
455 Golden Gate Avenue, 10th Floor  
San Francisco, CA 94102

***Re: NEW PAGA CLAIM NOTICE: Written Notice of Alleged  
California Labor Code Violations Against AT&T MOBILITY  
SERVICES LLC***

To Whom It May Concern:

Our firm, along with Steve Matcha of Matcha Law and the Law Office of David A. Huch, represent Mr. Marvin Louka in potential claims against his current employer, AT&T MOBILITY SERVICES LLC ("AT&T"). Mr. Louka has been employed by AT&T in Orange County, California from approximately January 2022 to the present.

Pursuant to Labor Code Section 2699.3(a), Mr. Louka hereby provides written notice to the Labor and Workforce Development Agency, as well as Mr. Louka's employer, of the specific provisions of the Labor Code alleged to have been violated by AT&T.

The specific provisions **specified in Labor Code Section 2699.5** alleged to have been violated and the specific facts and theories to support the alleged violations are set forth below. In particular, the following Labor Code violations are alleged to have been violated by AT&T against aggrieved employees throughout the State of California:

- i. Section 204 (Failure to Timely Pay All Wages Earned);
- ii. Section 221 (Unlawful Collection of Employee Wages);
- iii. Section 226 (Failure to Provide Accurate Itemized Wage Statements);
- iv. Section 226.7 (Failure to Pay Meal and Rest Period Premiums);
- v. Section 510 (Unlawful Overtime Policies and Procedures);
- vi. Section 512 (Failure to Provide Meal Periods);
- vii. Section 1174 (Failure to Maintain Accurate Payroll Records);
- viii. Section 1194 (Failure to Pay Overtime Compensation);

- ix. Section 1197 (Failure to Pay Minimum Wages); and
- x. Section 1197.1 (Liquidated Damages for Unpaid Minimum Wages).

Pursuant to Labor Code Section 2699.3(c), Mr. Louka hereby also provides written notice to the LWDA and AT&T of the specific provisions of the Labor Code, **not specified in Labor Code Section 2699.5**, alleged to have been violated by AT&T:

- xi. Section 226.3

Section 226.3 provides, in relevant part: Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.

- xii. Section 558

Section 558 provides, in relevant part: "(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the [IWC] shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. [¶] (3) Wages recovered pursuant to this section shall be paid to the affected employee. [¶] . . . [¶] (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

The following is a detailed description of the facts and theories which support Mr. Louka's contention that AT&T has violated various sections of the California Labor Code and IWC Wage Orders, including sections of Chapter 1 of Part 2 of the Labor Code and the provisions regulating hours and days of work in the applicable IWC Wage Orders:

Mr. Louka seeks to represent the State of California and all presently employed and formerly employed non-exempt employees in the State of California during the applicable statutory period (beginning one year prior to the date of this Notice until the date of judgment).

Mr. Louka is a competent adult who resides in the County of Orange, State of California. During the time period of approximately January 2022 to the present, Mr. Louka has been employed by AT&T in Orange County, California as an hourly, non-exempt employee. Mr. Louka has been paid in whole or in part on an hourly

basis and has received additional compensation from AT&T in the form of non-discretionary commission wages and performance bonuses.

California and Federal law provide that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Similarly, California Labor Code Section 226.7 provides that employees who are not provided a meal or rest period in accordance with California law shall be paid an additional hour of pay "at the employee's regular rate of compensation."

Mr. Louka and other aggrieved employees have been compensated at an hourly rate plus AT&T's non-discretionary commission and bonus program, that provides employees, who paid on an hourly basis, with commission and bonus compensation when these employees meet various sales or performance goals. However, when calculating the regular rate of pay in order to pay overtime and/or meal and rest period premiums to Mr. Louka and other aggrieved employees, AT&T did not include the non-discretionary commission and bonus monies earned by Mr. Louka and other employees. Management and supervisors described the commission and bonus program to potential and new employees as part of the compensation package. As a matter of law, the commission and bonus compensation received by Mr. Louka and other aggrieved employees must be included in the "regular rate of pay" and/or "regular rate of compensation." The failure to do so has resulted in AT&T's systematic underpayment of overtime compensation, and meal and rest period premium pay to Mr. Louka and other current and former non-exempt employees. As an example, during the pay period of January 15, 2023 to January 28, 2023, the following facts are undisputed and are stated on Mr. Louka's itemized wage statements that were created and issued by AT&T: (a) AT&T paid Mr. Louka an hourly rate of \$18.49 for non-overtime hours during the Jan.15-28, 2023 pay period; (b) Mr. Louka worked 4.85 hours of overtime during the Jan.15-28, 2023 pay period; (c) Mr. Louka earned \$561.91 in the form of non-discretionary commission wages during the Jan.15-28, 2023 pay period; and (d) AT&T did not include the aforementioned commission wages in Mr. Louka's overtime rate of pay, but instead calculated Mr. Louka's overtime rate of pay to be \$27.73 (based solely off of the \$18.49 hourly rate) for the 4.85 hours of overtime incurred by Mr. Louka during the Jan.15-28, 2023 pay period. The commission and/or bonus monies paid by AT&T to Mr. Louka during the Jan.15-28, 2023 pay period constituted wages within the meaning of the California Labor Code and thereby should have been part of Mr. Louka's "regular rate of pay." To date, AT&T has not fully paid Mr. Louka overtime wages still owed to him under Labor Code §§ 510 and 1194.

Mr. Louka and other current and former non-exempt employees have also been required by AT&T to work during meal periods and rest periods. AT&T's non-exempt employees have not been provided with state-mandated meal periods of an uninterrupted thirty minutes within the first five hours of daily work periods lasting more than five hours, and have not received a second meal period within the first ten hours of daily work periods lasting more than ten hours. AT&T's current and former non-exempt employees also have not been authorized and permitted to take

state-mandated rest periods of an uninterrupted ten minutes' rest during every four hour work period, or major fraction thereof.

AT&T has also intentionally and improperly administered and employed a corporate policy, practice and/or custom that requires its retail store employees, including Mr. Louka, to report for their assigned shifts approximately 15 to 20 minutes prior to the "beginning" of their shifts in order to "set up" AT&T's retail locations. These mandatory "set up" procedures, as memorialized in AT&T's detailed "*Store Opening Policy - AT&T Retail*," require AT&T's non-exempt employees to inspect the store front for signs of forced entry (such as broken glass or a damaged door), look for "suspicious people" loitering near the store, unlock and enter the store and then relock the front and rear doors after entering, disarm the security alarm, place inventory on the floor in a designated locked cabinet or drawer, power on all POS terminals and payment stations, power on all computers and log into their workstations -- all *before* clocking into AT&T's timekeeping system. This process takes approximately 15 to 20 minutes to complete, each and every work shift, before AT&T's employees are logged into the timekeeping system. AT&T has also intentionally and improperly administered and employed a corporate policy, practice and/or custom that requires its retail store employees, including Mr. Louka, to continue working for AT&T approximately 10 to 15 minutes after the "end" of their work shifts in order to "close" AT&T's retail locations. These mandatory "closing" procedures, as memorialized in AT&T's detailed "*Daily Store Closing Policy - AT&T Retail*," require AT&T's non-exempt employees to reconcile and balance all registers and prepare the daily deposit, lock all interior doors, including rooms containing security and server equipment, and all exit doors and windows, activate the store alarm, close the store security gates, all after logging out of AT&T's timekeeping system. This process takes approximately 10 to 15 minutes to complete, each and every work shift, after AT&T's employees are logged off of the timekeeping system. Retail store employees who fail to complete these pre-shift "set up" procedure and/or post-shift "closing" duties are reprimanded and given verbal warnings. This additional labor is not reflected on the pay stubs or work records of Mr. Louka's and AT&T's other non-exempt employees. These required pre-shift "set up" procedures also increased Mr. Louka's workday shift beyond the scheduled eight (8) hours and thus entitled him to overtime compensation from AT&T, for which he was also not paid.

At all relevant times, AT&T has possessed actual and constructive knowledge of the off-the-clock hours worked by its retail employees. The aforementioned corporate policies, practices and/or customs have also resulted in AT&T's knowing and intentional issuance of inaccurate wage statements to its non-exempt employees.

As a result of the aforementioned conduct, the wage statements issued to Mr. Louka and the other aggrieved employees has violated California law, and in particular, Labor Code Section 226(a), because the wage statements failed to show, among

other things, the actual number of hours worked, including overtime, the correct overtime rate, the correct meal/rest period premium rate, and the correct amount of total gross wages earned for certain pay periods during the applicable statutory period.

As a result of the aforementioned conduct, AT&T provided Mr. Louka with wage statements that failed to accurately display Mr. Louka's actual hours worked, correct rates of overtime pay and meal/rest period premiums, for certain pay periods in violation of Cal. Lab. Code § 226(a) and Cal. Labor Code § 1174.

To date, AT&T has not fully paid Mr. Louka and other aggrieved employees for all their wages, including overtime and meal/rest period premiums, owed to them or any penalty wages owed to them in violation of the California Labor Code.

The notice and cure requirements set forth in Labor Code Section 2699.3(c) apply to Mr. Louka's claim for civil penalties under Cal. Labor Code Sections 226.3, 246 and 558 on behalf of all current and former aggrieved employees of AT&T. Accordingly, AT&T has 33 calendar days from the postmark date of this notice to cure the alleged violations and to give written notice to Mr. Louka's counsel and the LWDA, by Certified Mail, within that period of time, including a description of actions taken by AT&T to cure the aforementioned alleged violations. Otherwise, Mr. Louka may bring a civil action to recover the civil penalties set forth in Sections 226.3, 246 and 558, on behalf of all current and former aggrieved employees of AT&T.

Accordingly, Mr. Louka hereby demands that within 33 calendar days of the postmark date of this notice, AT&T (1) cease the unlawful Labor Code and IWC Wage Order practices described in this notice; (2) identify all current and former aggrieved employees, defined by PAGA as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed;" and (3) compensate all such aggrieved employees with the civil penalties available under Sections 226.3, 246 and 558, including all underpaid wages.

With respect to all other Labor Code sections listed in Section 2699.5, which Mr. Louka alleges to have been violated by AT&T (i.e., Sections 201 through 203, 204, 221, 226, 226.7, 510, 1174 and 1194), the Labor and Workforce Development Agency shall notify AT&T and Mr. Louka's counsel by certified mail whether it intends to investigate the alleged violations. Such notice shall be provided within 60 calendar days of the postmark date of this letter. Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of this letter, Mr. Louka may commence a civil action pursuant to Cal. Labor Code Section 2699.

California Labor & Workforce Development Agency

November 2, 2023

Page 6 of 6

Mr. Louka and our respective law firms will cooperate fully if the LWDA decides to investigate the alleged violations. Accordingly, please feel free to contact me at your convenience.

Sincerely,

BLANCHARD, KRASNER & FRENCH

*David Hawkes*

---

David C. Hawkes

cc: C T Corporation System,  
Agent for Service of Process for  
AT&T MOBILITY SERVICES LLC  
289 S. Culver St.  
Lawrenceville, GA 90046-4805

[Via Certified Mail - Return Receipt]

**EXHIBIT #4**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

**Adolfo Sanchez Contreras**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

**Brooke Wilkinson Waldrop**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

**REPORTED CASES**

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplegear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #5**

1 **PAUL HASTINGS LLP**  
2 RAYMOND W. BERTRAND (SB# 220771)  
3 raymondbertrand@paulhastings.com  
4 JAMES P. DE HAAN (SB# 322912)  
5 jamesdehaan@paulhastings.com  
6 4655 Executive Drive, Suite 350  
7 San Diego, California 92121  
8 Telephone: 1(858) 458-3000  
9 Facsimile: 1(858) 458-3101

10 Attorneys for Defendant  
11 AT&T MOBILITY SERVICES, LLC

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

JALEN GILBERT and EDGARDO  
MARQUINA, individuals, on behalf of  
themselves, and on behalf of all persons  
similarly situated,

Plaintiffs,

vs.

AT&T MOBILITY SERVICES, LLC, a  
Limited Liability Company; and Does 1  
through 50, inclusive,

Defendants.

CASE NO. 23STCV24512

**DECLARATION OF RAYMOND  
BERTRAND IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTIONS AND PAGA  
SETTLEMENT**

Date:

Time:

Dep't: 47

Judge: Hon. Kenneth R. Freeman

Trial Date: None Set

Action Filed: October 9, 2023

SAC Filed: May 14, 2025

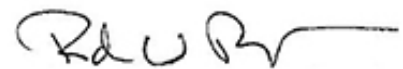
1 I, Raymond W. Bertrand, hereby declare:

2 1. I am an attorney duly licensed to practice law in the State of California, and am  
3 admitted to practice before this Court. I am a partner at the law firm of Paul Hastings LLP,  
4 counsel of record for Defendant AT&T Mobility Services LLC (“AT&T” or “Defendant”), and  
5 am one of the attorneys responsible for the defense of this action. I make this Declaration in  
6 support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. I  
7 have personal knowledge of the facts set forth in this Declaration; or know of such facts from my  
8 review of the case documents, files, and the court docket in this matter. If called and sworn as a  
9 witness, I could and would competently testify thereto

10 2. I am not aware of any other pending matter or action asserting claims that will be  
11 extinguished or adversely affected by the Settlement.

12 3. I am not aware of actual or potential conflict of interest with the settlement  
13 administrator, Atticus Administration, in this matter. Neither AT&T nor its counsel have any (a)  
14 financial interest in Atticus Administration, or (b) personal or professional relationship with  
15 Atticus Administration that could compromise Atticus Administration’s ability to objectively,  
16 impartially, and fairly administer this settlement.

17  
18 I declare under penalty of perjury and the laws of the State of California that the foregoing  
19 is true and correct. Executed on June 13, 2025, at San Diego, California.

20  
21 

22 \_\_\_\_\_  
Raymond W. Bertrand

**EXHIBIT #6**

**From:** [no-reply@formassembly.com](mailto:no-reply@formassembly.com)  
**To:** [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)  
**Subject:** Thank you for your Proposed Settlement Submission  
**Date:** Tuesday, August 19, 2025 11:10:47 AM

---

08/19/2025 11:10:31 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/19/2025 11:10:31 AM your Proposed Settlement was successfully processed for case number LWDA-CM-976252-23

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)