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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SACRAMENTO**

ERICA MORRIS, YOLANDA  
ORTEGA-CALBERT, MARIBEL  
BLANDINO, and DORETHA HUGHES,  
individually, on behalf of themselves and  
on behalf of all persons similarly situated,

Plaintiffs,

vs.

THE PERMANENTE MEDICAL  
GROUP, INC., a California Corporation;  
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **34-2022-00332012-CU-OE-GDS**  
[Consolidated with Case No.  
34-2022-00332023-CU-OE-GDS]

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

Hearing Date: September 5, 2025  
Hearing Time: 9:00 a.m.  
[Hearing scheduled by Order dated April 29, 2025]  
Judge: Hon. Jill H. Talley  
Dept: 23

Date Filed: December 28, 2022  
Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De  
3 Blouw LLP, counsel of record for Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino,  
4 and Doretha Hughes (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings  
5 and history of this matter. The following facts are within my own personal knowledge, and if called as  
6 a witness, I could testify competently to the matters stated herein. This declaration is being submitted  
7 in support to the Plaintiffs’ motion for final approval of the class settlement, including attorneys’ fees,  
8 costs and service award. I attest that I have reviewed the Court’s Checklist for Approval of Class Action  
9 and/or Private Attorneys General Act (“PAGA”) Settlements and that the briefing related to the Motion  
10 for Final Approval complies with the checklist as required by Local Rule 2.99.05.

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

1           3.       Summary of the Proposed Settlement.

2           (a) A true and correct copy of the Class and Representative Action Settlement Agreement  
3 ("Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant The  
4 Permanente Medical Group, Inc. ("Defendant") reached a full and final settlement of the above-captioned  
5 action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this  
6 Settlement, the Gross Settlement Amount to be paid by Defendant is Eleven Million Three Hundred Fifty  
7 Thousand Dollars (\$11,350,000) (the "Gross Settlement Amount") (Agreement at ¶ 1.24.) Under the  
8 Settlement, the Gross Settlement Amount consists of the following elements: Individual Class Payments,  
9 Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel  
10 Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the  
11 Administrator's Expenses Payment. (Agreement at ¶ 1.24.)

12           (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes which  
13 Defendant will pay in addition to the Gross Settlement Amount. (Agreement at ¶ 1.24.) The Gross  
14 Settlement Amount will be fully paid out, with no reversion to Defendant. (Agreement at ¶ 3.1.)

15           (c) Defendant will pay to the Administrator the Gross Settlement Amount no later than 21  
16 calendar days after the Effective Date. (Agreement at ¶ 4.2.) The distribution of Individual Class  
17 Payments to Participating Class Members along with the other Court-approved distributions shall be  
18 made by the Administrator within 14 calendar days of the date Defendant fully funds the Gross  
19 Settlement Amount. (Agreement at ¶ 4.3.)

20           (d) The "Net Settlement Amount" is the amount available to be paid to Participating Class  
21 Members, Participating FLSA Subclass Members, and Aggrieved Employees as Individual Class  
22 Payments, Individual FLSA Payments, and Individual PAGA Payments. The Net Settlement Amount  
23 means the Gross Settlement Amount, less the following payments in the amounts approved by the Court:  
24 the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class  
25 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (Agreement at ¶  
26 1.31.) The Administrator will calculate the Individual Class Payment as follows: Each Participating  
27 Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes,  
28 equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the

1 Participating Class Member's Workweeks during the Class Period, divided by (ii) the total Workweeks  
2 of all Participating Class Members during the Class Period. (Agreement at ¶ 3.2.4.) Workweeks will  
3 initially be based on Defendant's records, however, Class Members will have the right to challenge the  
4 number of workweeks.

5 (e) Class Members were sent the Court approved Class Notice using the procedure approved by  
6 the Court by mailing the notice packets after updating class members' addresses using the National  
7 Change of Address database and, for any notice packets returned as undeliverable. See Declaration  
8 of Makenna Snow ("Snow Decl.") ¶¶ 6, 7. Class Members were provided with the opportunity to exclude  
9 themselves or "opt out" if they did not want to participate in the settlement. Snow Decl. ¶¶ 8, 12, Exh.  
10 A. Significantly, there have been no objections and only twenty-two (22) requests to opt-out. Snow Decl.  
11 ¶¶ 12-13. As such, almost the entire Class (99.95%) will participate in the Settlement and will be sent  
12 a settlement check. See Snow Decl. at ¶¶ 15-18. All Aggrieved Employees, including those who  
13 submitted a Request for Exclusion, will be paid their Individual PAGA Payment and will remain subject  
14 to the release of the Released PAGA Claims regardless of their Request for Exclusion from the Class.  
15 (Agreement at ¶ 7.5.4.) Finally, the Class Notice advises the Class Members of their right to object to  
16 the Settlement. (Agreement at ¶ 7.7 and Ex. A.)

17 (f) Participating Class Members must cash their Individual Class Payment check within 180 days  
18 after it is mailed. (Agreement at ¶ 4.3.3.) Any settlement checks not cashed within 180 days will be  
19 voided and any funds represented by such checks sent to the California Controller's Unclaimed Property  
20 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements  
21 of C.C.P. § 384(b). (Agreement at ¶ 4.3.3.)

22 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.  
23 (Agreement at ¶ 1.2) . The Administrator will be paid for settlement administration in an amount not to  
24 exceed \$220,000. (Agreement at ¶ 3.2.3.) ) ILYM provided an estimate of \$195,500 for administration  
25 expenses. As set forth in the Snow Decl. at ¶ 21, the settlement administration expenses, including fees  
26 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement  
27 administration, are \$195,550.

28 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum

1 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
2 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of Class  
3 Counsel Litigation Expenses Payment in an amount not to exceed \$65,000. (Agreement at ¶ 3.2.2.)  
4 Subject to Court approval, the Agreement provides for a payment of no more than \$20,000 each to  
5 Plaintiffs as their Enhancement Awards. (Agreement at ¶ 3.2.1.) In support of these requests for  
6 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary  
7 support, including lodestar.

8 (i) Subject to Court approval, the Parties have agreed to PAGA Penalties to be paid from the  
9 Gross Settlement Amount for civil penalties under the California Private Attorneys General Act, Cal.  
10 Labor Code Section 2698, et seq. ("PAGA") in the amount of \$225,000. (Agreement at ¶ 3.2.6.)  
11 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties shall be allocated as  
12 follows: Seventy-five percent (75%) of this amount, or in other words \$168,750, will be paid out of the  
13 Gross Settlement Amount to the LWDA of the State of California, and the remaining twenty-five percent  
14 (25%), or in other words \$56,250, will be distributed to the Aggrieved Employees as their Individual  
15 PAGA Payments. (Agreement at ¶ 3.2.6.) As set forth in the accompanying proof of service, the LWDA  
16 has been served with this motion and the Agreement.

17 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved  
18 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the  
19 settlement is "fair, adequate and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the  
20 Settlement valued at \$11,350,000 is an excellent result for the Class. This result is particularly favorable  
21 in light of the fact that liability and class certification in this case were far from certain in light of the  
22 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the  
23 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed  
24 settlement is fair, reasonable and adequate, and should be finally approved.

25  
26 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
27 dated April 29, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated  
28 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 10,

2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Declaration of Makenna Snow ("Snow Decl.") ¶ 8, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and only twenty-two (22) requests to opt-out. Snow Decl. ¶¶ 12-13. As such, almost the entire Class (99.95%) will participate in the Settlement and will be sent a settlement check. See Snow Decl. at ¶¶ 15-18

5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other Class Members were not properly paid all overtime wages for hours worked and at the correct rate of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof, were not timely paid earned wages, were not provided reimbursement for required expenses, were not provided accurate itemized wage statements, were not pay all sick wages and the correct rate of pay, and were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

6. Procedural History of the Litigation

(a) On June 29, 2022, Plaintiff Morris filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On December 30, 2022, Plaintiff Ortega-Calbert filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On August 28, 2023, Plaintiff Hughes filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code

1 violations.

2 (b) On September 20, 2023, Plaintiff Ruth Oyeniyi Abe filed a complaint against Defendant in  
3 the Sacramento County Superior Court, under Case No. 23CV008763, on behalf of herself and other  
4 non-exempt employees who worked for Defendant in California alleging claims of failure to pay  
5 minimum wages under Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages under  
6 Labor Code section 510, failure to provide required meal periods under Labor Code sections 226.7 and  
7 512, failure to provide required rest periods under Labor Code sections 226.7 and 512, failure to provide  
8 accurate itemized wage statements under Labor Code section 226, failure to reimburse employees for  
9 required expenses under Labor Code section 2802, failure to provide wages when due under Labor Code  
10 sections 201, 202 and 203, failure to pay sick pay wages under Labor Code sections 201-203, 233 and  
11 246, and violation of Business and Professions Code section 17200, et seq.

12 (c) On December 28, 2022, Plaintiff Erica Morris initiated the *Morris* Class Action (case number  
13 34-2022-00332012) and the *Morris* PAGA Action (case number 34-2022-00332023) against Defendant  
14 in Sacramento County Superior Court. The *Morris* Class Action asserted class claims against Defendant  
15 for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay  
16 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay  
17 overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide  
18 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required  
19 rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized  
20 wage statements in violation of California Labor Code § 226; (7) failure to to reimburse employees for  
21 required expenses in violation of California Labor Code § 2802; and, (8) failure to pay sick pay wages  
22 in violation of California Labor Code §§ 201-204, 233, 246. The *Morris* PAGA Action asserted claims  
23 against Defendant for Civil Penalties Pursuant to under California Labor Code § 2699 for alleged  
24 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512,  
25 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,  
26 Subdivision 5(A)-(B), and the applicable Wage Order(s). As part of the Settlement, Plaintiff Morris  
27 agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino,  
28 and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under

1 the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims  
2 and theories encompassed by the settlement and release below to ensure that all included Class Members,  
3 claims and theories are clearly articulated and covered. On March 6, 2025, Plaintiffs filed this First  
4 Amended Class Action Complaint (the "Operative Complaint"). Plaintiffs Ortega-Calbert, Blandino, and  
5 Hughes dismissed their separately-pending actions without prejudice.

6 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
7 law and motion attacking the pleadings, informal discovery, and the production of hundreds of pages of  
8 documents, class data, and other information, allowing for the full and complete analysis of liabilities and  
9 defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1)  
10 data concerning the class; (2) shift and time punch data covering 1,587,679 shifts and 415,592  
11 workweeks covering the time period 1/1/2021 to 12/7/2023, which was then extrapolated by the expert  
12 to the entire Class; (3) Defendant's wage and hour policies; (4) the employment files for the Plaintiffs;  
13 and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data  
14 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the  
15 claims for the Class.

16 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
17 The Parties have vigorously litigated the Action since inception. During the course of litigation, the  
18 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have  
19 engaged in significant research and investigation in connection with the Action. Plaintiffs obtained both  
20 formal informal discovery and the production of relevant documents and data from the Defendant. Class  
21 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and  
22 utilized an expert to perform an analysis of the data and valuation of the claims.

23 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior  
24 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
25 information in connection with the Action. On September 20, 2024, the Parties participated in an all-day  
26 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class  
27 actions. Following the mediation, each side, represented by its respective counsel, were able to agree  
28 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of



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

3 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any  
4 kind associated with the claims alleged in the Action and further denies that, for any purpose other than  
5 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,  
6 among other things, that it has complied at all times with the California Labor Code, applicable Wage  
7 Order, and all other laws and regulations. Further, Defendant contends that class certification is  
8 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated  
9 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class  
10 certification on the basis that the claims meet the requisites for class certification. Without admitting that  
11 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement  
12 purposes only. (Agreement at ¶ 11.1.) The Parties agree that certification for settlement purposes is not  
13 an admission that class certification is proper. Further, the Agreement is not admissible in this or any  
14 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes  
15 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification  
16 with respect to the Class are satisfied.

17 (h) Class Counsel has conducted an investigation into the facts of the class action. Over the  
18 course of over two years of litigation, both formal and informal discovery was obtained, which included  
19 the production of thousands of pages of documents. Class Counsel engaged in a thorough review and  
20 analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement  
21 to settle did not occur until Class Counsel possessed sufficient information to make an informed  
22 judgment regarding the likelihood of success on the merits and the results that could be obtained through  
23 further litigation. In addition, Class Counsel previously negotiated settlements with other employers in  
24 actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their  
25 own independent investigation, evaluation and experience, Class Counsel believes that the settlement  
26 with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best  
27 interest of the Class in light of all known facts and circumstances, including the risk of significant delay,  
28 defenses asserted by Defendant, and potential appellate issues.

1           7.   History of Settlement Discussions

2           (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations  
3 before an experienced and well-respected mediator. Defendant has expressly denied and continues to  
4 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and  
5 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released  
6 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel  
7 who has previously litigated similar claims against other employers.

8           (b) The Parties attended an arms-length mediation session with David Rotman, a respected and  
9 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation  
10 for the mediation, Defendant provided Class Counsel with payroll and employment data and other  
11 information regarding the Class Members, various internal documents, and other compensation and  
12 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert  
13 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement  
14 terms were negotiated and set forth in the Agreement now presented for this Court's approval. The final  
15 settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval.

16           (c) Following mediation, the Agreement was finalized and executed, and on March 25, 2025  
17 for the Motion for Preliminary Approval was filed. On April 29, 2025, the Court issued its Preliminary  
18 Approval Order granting preliminary approval of the settlement as fair, adequate, and reasonable to the  
19 Class.

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

22  
23           8.   The outcome of this case would have been uncertain and fraught with risks.

24           (a) Defendant asserted a number of defenses which presented serious threats to the claims of the  
25 Plaintiffs and the other Class Members. Defendant maintains that its practices complied with all  
26 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly  
27 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends  
28 that its meal and rest period policies and practices provide Class Members with meal and rest periods and

1 that the payment of significant meal premiums is evidence of Defendant's legally compliant practices.  
2 As to expense reimbursement, Defendant maintains that it did not fail to provide reimbursement for  
3 necessary business expenses because, among other things, employees are not required to use their  
4 personal cell phones to perform their work. Defendant could argue that the decisions in *Brinker v.*  
5 *Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108  
6 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims  
7 in terms of liability and value, and preclude claims from proceeding on a class or representative basis.  
8 Defendant also maintains that a good faith dispute and absence of willfulness would negate the claims  
9 for waiting time penalties and failure to provide accurate itemized wage statements. *See e.g. Naranjo*  
10 *v. Spectrum Sec. Servs.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good  
11 faith believed it was providing a complete and accurate wage statement in compliance with the  
12 requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage  
13 statement law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery  
14 to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these  
15 defenses have merit and therefore present a serious risk to recovery by the Class.

16 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable  
17 to obtain class certification and thereby not recover on behalf of any employees other than themselves.  
18 Defendant argued that the individual experience of each putative class member varied with respect to the  
19 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiffs' meal  
20 and rest period claims would require individualized inquiries into whether each employee took a  
21 compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases where  
22 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885  
23 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as  
24 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59  
25 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class  
26 has been certified. While other cases have approved class certification of wage and hour claims, class  
27 certification in this Action would have been hotly disputed and was by no means a foregone conclusion.

28 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation

1 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of  
2 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to  
3 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case  
4 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh  
5 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense  
6 and length of continuing to litigate and trying this Action against Defendants through possible appeals  
7 which could take several years. Class Counsel has also taken into account the uncertain outcome and  
8 risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful  
9 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the  
10 Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted  
11 and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.  
12 The Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and  
13 Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of  
14 the Class.

15 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's  
16 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary  
17 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares  
18 favorably to the value of the claims. Based upon 49,987 Participating Class Members who collectively  
19 worked an estimated 6,208,036 workweeks, the Gross Settlement Amount provides an average value of  
20 \$227.00 per Class Member and \$1.82 per workweek and after deductions the Net Settlement Amount  
21 provides an average recovery of \$136.05 per Class Member and a recovery of \$1.09 per workweek. The  
22 calculations to compensate for the amount due to the Class Members at the time the Settlement was  
23 negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class  
24 Counsel analyzed the data for putative class members and determined the potential maximum damages  
25 for the class claims. For the Class, the maximum value of the claim for unpaid wages due to the alleged  
26 unpaid wages due to rounding was \$34,073,904, the maximum potential damages for alleged meal period  
27 violations were estimated to be \$26,596,088 based upon a 37.9% violation rate observed in the time  
28 records and after a reduction of 90% of the violations which were subject to health care worker meal

1 waivers under *Gerard v. Orange Coast Mem'l Med. Ctr.*, 6 Cal. 5th 443 (2018) and on-duty meal  
2 agreements, the maximum potential damages for alleged rest period violations were estimated to be  
3 \$12,240,168 based upon an alleged violation rate of 1 uncompensated rest violation every four months,  
4 the maximum potential damages for the alleged failure to reimburse business expenses were calculated  
5 to be \$654,045 based upon a 10% violation rate for when phones / ipads were not provided for work, and  
6 the alleged overtime and sick pay claims were of \$0 because these claims were precluded by Cal. Labor  
7 Code §§ 514 and 245 and the existence of a collective bargaining agreement. In total, the damages for  
8 the Class were calculated to have a maximum potential total value of \$73,564,205. In addition, Plaintiffs  
9 calculated that the maximum value of the potential waiting time penalties were between \$122,379,623  
10 and \$149,698,514, depending on the predicate violation, and the maximum value of the potential wage  
11 statement penalties were \$194,920,000.<sup>1</sup> Defendant vigorously disputed Plaintiffs' calculations and  
12 exposure theories. Consequently, the Gross Settlement Amount of \$11,350,000 represents more than  
13 15.4% of the maximum value of the alleged damages at issue in this case at the time this Settlement was  
14 negotiated.<sup>2</sup> Importantly, the recent decision that good faith belief of compliance by the employer in  
15 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims  
16 for waiting time and wage statement penalties, even if wages were owed to the Class. The above  
17 maximum calculations should then be adjusted in consideration for both the risk of class certification and  
18 the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared  
19 to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair  
20

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

<sup>2</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The  
PAGA claim was addressed in the Declaration of Nordrehaug at ¶33 submitted in support of the motion  
for preliminary approval.

1 and reasonable.<sup>3</sup> Clearly, the goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial  
4 defenses both to liability and to class certification. Currently, the maximum and average class member  
5 allocation are \$225.74 and \$136.08, respectively. *See* Snow Decl. ¶ 18. Given the complexities of this  
6 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,  
7 reasonable and adequate, and should be finally approved.

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

13  
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common  
18 fund settlement to be paid by Defendants to the Class in the amount of Eleven Million Three Hundred  
19 Fifty Thousand Dollars (\$11,350,000) (Agreement at ¶ 1.24.) As part of the settlement, the parties  
20 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the

21  
22 <sup>3</sup> See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a  
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime  
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at \*12  
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents  
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*  
27 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval  
28 of a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral*  
*v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action  
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.  
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"  
of maximum valuation).

1 Class Counsel Fees Payment. (Agreement at ¶ 15(c).) By this motion, Class Counsel respectfully  
2 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross  
3 Settlement Amount.

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

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

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

17 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third  
18 of the Gross Settlement Amount of \$11,350,000 which equals \$3,783,333.33 for attorneys’ fees. As part  
19 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations  
20 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$65,000. Finally,  
21 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the  
22 amount of \$20,000 each, as their service awards under the Agreement.

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

28 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour

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

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

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

21 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that  
22 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,  
23 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully  
24 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class  
25 action litigation. The high quality of the Class Counsel's work in this case was mandated by the vigorous  
26 defense presented by counsel for Defendants. Over the last years of litigation, Class Counsel was  
27 required to invest substantial time and resources in investigation, litigation, the determination of potential  
28 damages and communicating with and responding to opposing counsel's and class members' requests



1 and inquiries.

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

6 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of  
7 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very  
8 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be  
9 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
10 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
11 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
12 Counsel advanced more than \$62,000 in costs which could not have been recovered if this case had been  
13 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,  
14 as well as other potential negative financial ramifications from having sued Defendant on behalf of the  
15 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
16 Plaintiffs also support the requested awards.

17 (i) In a common fund settlement, the lodestar method is merely a cross-check on the  
18 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of  
19 one-third equal to \$11,350,000 is also established by reference to Class Counsel's lodestar in this matter.  
20 **The billing records for Class Counsel evidence that through August 11, 2025, Class Counsel's**  
21 **current combined lodestar is \$589,592.75, with significant additional fees still to be incurred to**  
22 **complete final approval and the settlement process.** The requested fee award is therefore currently  
23 equivalent to Class Counsel's lodestar with a reasonable multiplier cross-check of 6.4, and there will be  
24 additional lodestar incurred by Class Counsel to complete the settlement process and manage the  
25 settlement distribution and reports. Such lodestar cross-check is within the range of reasonable  
26  
27  
28

1 multipliers approved in other cases.<sup>4</sup> As evidenced by the billing, Class Counsel's work was efficiently  
2 performed and highly successful, and Class Counsel should not be punished for efficient and successful  
3 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is  
4 justified under California law.

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

12 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
13 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
14 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
15 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award  
16 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
17 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third  
18 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
19 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel  
20 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*  
21 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a

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23 <sup>4</sup> See *Johnson v. Brennan*, 2011 U.S. Dist. LEXIS 105775 (S.D.N.Y. 2011) ("Courts regularly  
24 award lodestar multipliers from two to six times lodestar"); *Buccellato v. At&T Operations, Inc.*, 2011  
25 U.S. Dist. LEXIS 85699, at \*4 (N.D. Cal. June 30, 2011) (4.3 multiplier is reasonable); *Laffitte, supra*,  
26 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino v. Microsoft Corp.*, 290  
27 F.3d 1043, 1051 (9th Cir. 2002) (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182  
28 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied);  
*Wershba*, 91 Cal. App. 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter  
Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair  
and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53);  
*Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

1 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*  
2 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a  
3 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*  
4 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn  
5 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
6 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded  
7 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*  
8 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a  
9 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*  
10 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson  
11 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*  
12 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher  
13 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,  
14 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-  
15 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and  
16 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco  
17 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award  
18 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*  
19 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award  
20 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*  
21 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-  
22 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*  
23 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.  
24 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*  
25 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias  
26 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*  
27 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David  
28 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*

1 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill  
2 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in  
3 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.  
4 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in  
5 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren  
6 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in  
7 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge  
8 Marie Weiner approved a one-third fee award in a wage and hour class settlement. On September 12,  
9 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.  
10 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.  
11 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.  
12 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class  
13 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court  
14 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour  
15 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case  
16 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class  
17 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case  
18 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class  
19 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees  
20 that have been awarded in other similar cases.

21       12.     **The contemporaneous billing records for Class Counsel evidence that Class**  
22 **Counsel's combined lodestar currently totals \$589,502.75, with significant additional fees still to**  
23 **be incurred to complete final approval and the settlement process.** (Exhibit #3 [lodestar of  
24 \$323,683.75]; Declaration of James R. Hawkins ["Hawkins Decl."] at ¶ 22[lodestar of \$233,194];  
25 Declaration of Joshua H. Haffner ("Haffner Decl.") at ¶ 9 [lodestar of \$32,715]). The requested fee award  
26 is therefore currently equivalent to Class Counsel's lodestar with a reasonable multiplier cross-check of  
27 6.4, and there will be additional lodestar incurred by Class Counsel to complete the settlement process  
28 and manage the settlement distribution and reports. From May, 2022 to August 11, 2025, my firm

1 worked on this matter for over 430 hours, with hourly rates for attorneys ranging from \$450 to \$995,  
2 resulting in a current incurred lodestar for my firm in the amount of \$323,683.75. A detailed breakdown  
3 of the total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. Class  
4 Counsel will be performing significant additional work that is not included in this lodestar amount,  
5 including finalizing the final approval motion, attending the hearing on final approval, and monitoring  
6 completion of the settlement process. I expect this additional work will result in at least another \$20,000  
7 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of  
8 attorneys in the local legal community for similar work and, if this were a commercial matter, these are  
9 the charges that would be made and presented to the client. My firm's hourly rates are based upon the  
10 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct  
11 copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been  
12 approved by Court's throughout California, including the Courts in the Superior Court of California. In  
13 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates  
14 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central  
15 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed  
16 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
17 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*  
18 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average  
19 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates  
20 when compared within 21 other firms practicing in the Southern District of California.) This survey is  
21 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that  
22 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases  
23 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,  
24 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for  
25 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
26 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
27 charged by Class Counsel for comparable work are less than these examples, and are therefore  
28 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by

the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

A. The attorneys at my firm who worked on this matter are detailed in Exhibit #1. All of these attorneys have spent their time in employment litigation and/or complex litigation during their years of employment with my firm. Their detailed billing by task and time is set forth in Exhibit #3, and a summary is as follows:

| Time Keeper  | Quantity | Rate     | Total        |
|--|----------|----------|--------------|
| AJ Bhowmik<br>(Partner Attorney - 18+ years)                                     | 69.0     | \$895.00 | \$61,755.00  |
| Norm Blumenthal<br>(Partner Attorney - 50+ years)                                | 17.5     | \$995.00 | \$17,412.50  |
| Scott Blumenthal<br>(Associate Attorney - 4+ years)                              | 21.0     | \$450.00 | \$9,450.00   |
| Nicholas De Blouw<br>(Partner Attorney - 13+ years)                              | 48.0     | \$850.00 | \$40,800.00  |
| Ricardo Ehmann<br>(Associate Attorney - 18+ years)                               | 18.15    | \$675.00 | \$12,251.25  |
| Charlotte James<br>(Associate Attorney - 9+ years)                               | 86.0     | \$550.00 | \$47,300.00  |
| Piya Mukherjee<br>(Associate Attorney - 14+ years)                               | 80.45    | \$750.00 | \$60,337.50  |
| Kyle Nordrehaug<br>(Partner Attorney - 25+ years)                                | 62.85    | \$950.00 | \$59,707.50  |
| Victoria Rivapalacio<br>(Associate Attorney - 13+ years)                         | 11.3     | \$750.00 | \$8,475.00   |
| Andrew Ronan<br>(Associate Attorney - 8+ years)                                  | 6.7      | \$550.00 | \$3,685.00   |
| Gerardo Galaviz<br>(paralegal)   | 9.0      | \$250.00 | \$2,250.00   |
| Adolfo Sanchez Contreras<br>(Associate Attorney - 1+ years Cal. / 10+ in Mexico) | 0.3      | \$450.00 | \$135.00     |
| Yesenia Silva<br>(paralegal)   | 0.5      | \$250.00 | \$125.00     |
| Quantity Total   |          |          | 430.75       |
| Subtotal   |          |          | \$350,429.31 |

B. Gerardo Galaviz as a paralegal at my firm and I verify that he meets the

1 requirements of Business & Professions Code section 6450 *et seq.* Mr. Galaviz  
2 holds an ABA approved A.S. degree in Paralegal Studies, a B.A. in political  
3 science, a Master of Legal Studies (MLS) in human resources and employment.  
4 Mr. Galaviz has been a paralegal in the employment law field for eleven years and  
5 he is in compliance with CLE requirements (eight hours every two years). Mr.  
6 Galaviz's hourly billing rate and hours worked as outlined in Exhibit #3 are  
7 reasonable and usual for the services rendered.

8  
9 Litigation Expenses

10 13. The Agreement provides at paragraph 3.2.2, that Class Counsel may seek "Class Counsel  
11 Litigation Expenses Payment of not more than \$65,000." Class Counsel requests reimbursement for  
12 incurred litigation expenses and costs in the amount of \$62,250.81 based upon counsel's billing records  
13 which evidence total combined expenses of \$62,250.81.<sup>5</sup> My firm has incurred expenses of \$26,745.56  
14 on this matter based upon our billing records. The litigation expenses incurred by my firm include the  
15 expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting and DM&A),  
16 attorney service charges (Knox, OneLegal), and docket downloading fees all of which are costs normally  
17 billed to and paid by the client. The details of the litigation expenses incurred by my firm are set forth  
18 in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

19  
20 Service Award

21 14. Plaintiffs respectfully submit that for their service as class representatives, Plaintiffs  
22 should be awarded the agreed service award of \$20,000, each, in accordance with the Agreement for their  
23 time, risk and effort expended on behalf of the Class as the class representative. (Agreement at ¶3.2.1.)  
24 Defendant has agreed to these payments and there have been no objections to the requested service

25  
26 <sup>5</sup> Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821  
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,  
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,  
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*  
*Lojack Corp., Inc.*, 2012 WL 3151077, at \*12 (C.D. Cal. 2012).

1 awards. The Plaintiffs' declarations in support of this request are filed herewith in support. As the  
2 representatives of the Class, Plaintiffs performed their duties to the Class admirably and without  
3 exception. Plaintiffs worked extensively with Class Counsel during the course of the litigation,  
4 responding to numerous requests, searching for documents, working with counsel, and reviewing the  
5 settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive  
6 release as part of the Settlement, far beyond the class release. The Plaintiffs' declarations detail the  
7 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious  
8 risk that they might possibly be liable for costs and fees to Defendant, as well as the reputational risk of  
9 being "blacklisted" by other future employers for having filed a class action on behalf of employees.  
10 Without the Plaintiffs' participation, cooperation and information, no other employees would be  
11 receiving any benefit. The payment of a service award to a successful class representative is appropriate  
12 and the amount of \$20,000 is well within the currently awarded range for similar settlements. The  
13 requested awards are also reasonable by reference to the amounts that other California courts have found  
14 to be reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,  
15 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested service awards of  
16 \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at  
17 \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S.  
18 Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v.*  
19 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000  
20 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,  
21 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was  
22 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000  
23 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*  
24 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service award in  
25 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles  
26 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*  
27 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);  
28 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court



1 (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,  
2 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service  
3 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,  
4 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*  
5 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding  
6 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County  
7 Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,  
8 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service  
9 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
10 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*  
11 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service  
12 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July  
13 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.  
14 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award  
15 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
16 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*  
17 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,  
18 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
19 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*  
20 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
21 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
22 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);  
23 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
24 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
25 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
26 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding  
27 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San  
28 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*

1 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);  
2 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July  
3 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.  
4 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*  
5 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,  
6 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,  
7 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);  
8 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)  
9 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District  
10 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

11 15. The requested service award is also reasonable in light of the reputational risk that  
12 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future  
13 employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is  
14 searchable on the internet and may become known to prospective employers when evaluating" them for  
15 employment. *Guippono v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct.  
16 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed  
17 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry  
18 exists that allows employers to run extensive background searches on potential employees. Companies  
19 who provide these services specifically highlight the fact that their services allows employers to weed  
20 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of  
21 whether a prospective employee is likely to sue" the employer, through background checks and other  
22 means, to screen out these employees.<sup>6</sup> Onicra Credit Rating Agency states: "Background screening has  
23 become a necessity in today's litigious society." Back Track Screening also represents: "In today's  
24 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."<sup>7</sup>  
25 PreciseHire also offers employment screening and similarly warns: "with today's business climate being  
26

27 <sup>6</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

28 <sup>7</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 extremely competitive and highly litigious, conducting pre employment background checks has become  
2 a necessity.”<sup>8</sup>

3 16. As a result, Class Counsel respectfully requests approval of the application for award of  
4 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
5 expenses in the amount of \$62,250.81, and approval of the requested service awards to each of the  
6 Plaintiffs.

7 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
8 The Class Counsel Fees Payment awarded shall be allocated 42.5% to James Hawkins APLC, 42.5% to  
9 Blumenthal Nordrehaug Bhowmik De Blouw LLP, and, 15% to Haffner Law PC.

10  
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
12 true and correct. Executed this 11<sup>th</sup> day of August 2025, at San Diego, California.

13 /s/ Norman Blumenthal  
14 NORMAN B. BLUMENTHAL  
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28 <sup>8</sup> <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

**EXHIBIT #1**

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**FIRM RESUME**

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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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)

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Admitted: 2006, California

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

Awards: Rising Star 2015

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Admitted: 2012, California

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

**Adolfo Sanchez Contreras**

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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 Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

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



18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. 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. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

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

**EXHIBIT #2**

***Morris v. The Permanente Medical Group, Inc.***  
**(Sacramento Sup. Ct. Case No. 34-2022-00332012 (Class Action))**

***Morris v. The Permanente Medical Group, Inc.***  
**(Sacramento Sup. Ct. Case No. 34-2022-00332023 (PAGA Action))**

***Ortega-Calbert, et al. v. The Permanente Medical Group, Inc.***  
**(Solano Sup. Ct. Case No. FCS059433)**

***Hughes v. The Permanente Medical Group, Inc.***  
**(Alameda Sup. Ct. Case No. 23CV041489)**

## **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE**

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between the Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes (collectively, “Plaintiffs” and “Class Representatives”) on behalf of themselves and the putative class and Defendant The Permanente Medical Group, Inc. (“TPMG” or “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or to one of them individually as “Party.”

### **1. DEFINITIONS.**

- 1.1 “Actions” means *Morris v. The Permanente Medical Group, Inc.*, Sacramento Sup. Ct. Case No. 34-2022-00332012 (“*Morris Class Action*”), *Morris v. The Permanente Medical Group, Inc.*, Sacramento Sup. Ct. Case No. 34-2022-00332023 (“*Morris PAGA Action*”), *Ortega-Calbert, et al. v. The Permanente Medical Group, Inc.*, Solano Sup. Ct. Case No. FCS059433 (“*Ortega-Calbert*”), and *Hughes v. The Permanente Medical Group, Inc.*, Alameda Sup. Ct. Case No. 23CV041489 (“*Hughes Class Action*”).
- 1.2 “Administrator” or “Settlement Administrator” means ILYM Group, 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. The Administration Expenses Payment is currently estimated to not exceed \$220,000.
- 1.4 “Aggrieved Employees” means all non-exempt persons who were employed by Defendant in the State of California at any time during the PAGA Period, defined in ¶ 1.34 herein as October 24, 2021 through December 31, 2024.
- 1.5 “Class Members” means all non-exempt persons who were employed by Defendant in the State of California at any time during the Class Period, defined in ¶ 1.6 herein as January 1, 2021 through December 31, 2024.
- 1.6 “Class Period” or “Settlement Period” means the period from January 1, 2021 through December 31, 2024.

- 1.7 “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nichols J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP, James R. Hawkins, Christina M. Lucio, and Mitchell J. Murray of James Hawkins APLC, and Joshua H. Haffner, Alfredo Torrijos, and Trevor Weinberg of Haffner Law PC.
- 1.8 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for attorneys’ fees.
- 1.9 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable litigation expenses.
- 1.10 “Class Data” means personally identifying information in Defendant’s possession, including Class Member names, last-known mailing addresses, Social Security numbers, and the numbers of qualifying Workweeks and Pay Periods worked. The Class Data shall be provided to the Administrator confidentially. It shall not be provided to Plaintiffs or Class Counsel.
- 1.11 “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.
- 1.12 “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.
- 1.13 “Class Representatives” means the Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes.
- 1.14 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15 “Court” means the Superior Court of California, County of Sacramento.
- 1.16 “Defendant” means the named Defendant, The Permanente Medical Group, Inc.
- 1.17 “Defense Counsel” means Seyfarth Shaw LLP, acting through attorneys Christian Rowley, Kerry Friedrichs, and Elizabeth MacGregor.
- 1.18 “Effective Date” means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court’s Judgment approving the settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review is filed, the date of denial of the petition, or the date the Court’s Judgment is affirmed

pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court's Judgment. If a timely objection to the settlement is filed (including an objection from the California Labor & Workforce Development Agency ("LWDA")), "Effective Date" shall be the later of: (a) the date on which the time for all appeals relating to objections to the settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the settlement, the date when the LWDA's objection to the settlement is resolved and no longer appealable.

- 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 "FLSA Subclass Members" means all non-exempt persons who were employed by Defendant in the State of California at any time during the FLSA Subclass Period.
- 1.22 "FLSA Subclass Period" means the period from January 1, 2021 through December 31, 2024.
- 1.23 "FLSA Settlement Fund" means the amount of the Settlement allocated for payment to Participating Class Members for settlement and release of claims under the FLSA. The FLSA Settlement Fund shall not exceed Two Hundred Thousand Dollars (\$200,000). The FLSA Settlement Fund shall be paid out of the Gross Settlement Amount.
- 1.24 "Gross Settlement Amount" means \$11,350,000, which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator's Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.25 "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 by that Participating Class Member during the relevant period.
- 1.26 "Individual FLSA Payment" means the FLSA Subclass Member's pro rata share of the FLSA Settlement Fund calculated according to the number of Workweeks worked by that FLSA Subclass Member during the FLSA Subclass Period.



- 1.27 “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 by that Aggrieved Employee during the PAGA Period.
- 1.28 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.29 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to 75% of the civil penalties recovered in connection with PAGA actions filed before June 20, 2024.
- 1.30 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.31 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the “Net Settlement Amount” to be paid to Participating Class Members, Participating FLSA Subclass Members, and Aggrieved Employees as Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (which may be combined into a single payment).
- 1.32 “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. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.33 “Operative Complaint” means the Amended Complaint that Plaintiff Morris shall, as part of this Settlement, file in the *Morris* Action. Plaintiff Morris agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered; and Defendant will stipulate to the filing of this amended Complaint (the "Operative Complaint"). Defendant will agree not to remove the matter to federal court. Within 15 calendar days of the amendment of the Complaint, Plaintiffs Ortega-Calbert, Blandino, and Hughes will dismiss their separately-pending actions without prejudice.
- 1.34 “PAGA Period” means the period from October 24, 2021 through December 31, 2024.
- 1.35 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 *et seq.*).
- 1.36 “PAGA Notice” means any and all letters submitted by Plaintiffs to Defendant and the LWDA in connection with the Actions, providing notice pursuant to Labor Code section 2699.3, subdivision (a). This includes the letters submitted by Plaintiffs on the following dates: June 29, 2022 for Plaintiff Morris, December 30, 2022 for Plaintiff Ortega-Calbert, and August 28, 2023 for Plaintiff Hughes.

- 1.37 “PAGA Penalties” means the sum of \$225,000.00, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which shall allocate 25% of the total PAGA Penalties to Aggrieved Employees (\$56,250.00) on a pro rata basis according to the number of Pay Periods worked by each Aggrieved Employee, and 75% shall be allocated to the LWDA (\$168,750.00) (referred to herein as the “LWDA PAGA Payment” and defined in ¶1.30), in settlement of PAGA claims. The PAGA Penalties paid to the Aggrieved Employees shall be made regardless of whether an Aggrieved Employee requests to be excluded from the Settlement Class.
- 1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.39 “Pay Period” means any two week pay cycle during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, defined in ¶1.34 herein as October 24, 2021 through December 31, 2024.
- 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of the Settlement.
- 1.42 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.43 “Released FLSA Claims” means the claims being released or precluded as described in Paragraph 5.3 below.
- 1.44 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.4 below.
- 1.45 “Released Parties” means Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.
- 1.46 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the class portion of the Settlement signed by the Class Member. There will be no opportunity to opt out of the PAGA portion of the settlement.
- 1.47 “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members, FLSA Subclass Members, and Aggrieved Employees (attached hereto as Exhibit A) (“Class Notices”), 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 objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.48 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.49 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period, defined in ¶ 1.6 herein as January 1, 2021 through December 31, 2024.

## **2. RECITALS.**

2.1 On December 28, 2022, Plaintiff Erica Morris initiated the *Morris* Class Action (case number 34-2022-00332012) and the *Morris* PAGA Action (case number 34-2022-00332023) against Defendant in Sacramento County Superior Court.

2.2 On January 3, 2023, Plaintiffs Yolanda Ortega-Calbert and Maribel Blandino initiated the *Ortega-Calbert* Action (case number FCS059433) against Defendant in Solano County Superior Court. On March 13, 2023, Plaintiffs Ortega-Calbert and Blandino filed a First Amended Complaint.

2.3 On August 25, 2023, Plaintiff Doretha Hughes initiated the *Hughes* Action (case number 23CV041489) against Defendant in Alameda County Superior Court. On August 28, 2023, Plaintiff Hughes submitted a letter to the LWDA purporting to provide notice of alleged Labor Code violations pursuant to Labor Code section 2699.3. Plaintiff Hughes did not amend her complaint to allege a claim under PAGA.

2.4 In connection with this Agreement, Plaintiff Morris agrees to amend her class action Complaint to add Plaintiffs Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes, any unique claims raised in the complaints filed by those plaintiffs, claims under the Private Attorneys General Act and Fair Labor Standards Act, and other factual allegations, claims and theories encompassed by the settlement and release below to ensure that all included Class Members, claims and theories are clearly articulated and covered; and Defendant will stipulate to the filing of this amended Complaint (the "Operative Complaint"). Defendant will agree not to remove the matter to federal court. Within 15 calendar days of the amendment of the Complaint, Plaintiffs Ortega-Calbert, Blandino, and Hughes will dismiss their separately-pending actions without prejudice.

2.5 The request for permission to file the First Amended Complaint shall be filed on or before the date of the filing of the motion for preliminary approval. Class Counsel will share the draft First Amended Complaint for comments by Defense Counsel with reasonable notice before filing the request with the Court to file same. Class Counsel shall seriously consider in good faith Defense Counsel's comments before filing.

2.6 The Parties will treat the First Amended Complaint as the Operative Complaint. Defendant denies all material 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.

2.7 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

- 2.8 On September 20, 2024, the Parties participated in mediation with mediator David Rotman, Esq. This mediation led to this Agreement to settle the Action.
- 2.9 Prior to mediation, Plaintiffs obtained both formal and informal discovery, including summary data from Defendant regarding the number of employees and Workweeks at issue. Plaintiffs' investigation satisfies the criteria for court approval set forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) ("*Dunk/Kullar*").
- 2.10 Class certification has not been adjudicated in any of the Actions.
- 2.11 The Parties to this Settlement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

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

- 3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 7.9 below, Defendant promises to pay \$11,350,000.00 and no more as the Gross Settlement Amount. In addition to the Gross Settlement Amount, Defendant shall pay its share of any payroll taxes owed. Defendant need not pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 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. The Administrator will issue to Class Members forms W-2 and 1099 for all amounts paid under this Settlement, making all deductions and withholdings required under law.
- 3.2 *Payments from the Gross Settlement Amount.* The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 *To Plaintiffs:* Class Representative Service Payments to the Class Representatives of not more than \$20,000 each (in addition to any Individual Class Payment, Individual FLSA Payments, and any Individual PAGA Payment the Class Representatives are entitled to receive), for a total of \$80,000. Defendant will not oppose Plaintiffs' request for a Class Representative 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 Payment 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, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Forms 1099 for the Class Representative Service Payments. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$3,783,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$65,000. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 42.5% to James Hawkins APLC; 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, 15% to Haffner Law PC. Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses. Defendant will not oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other counsel arising from any claim to any portion of any Class Counsel Fee Payment 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 any 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.
- 3.2.3 *To the Administrator:* An Administration Expenses Payment will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Administrator as being the maximum costs necessary to administer the Settlement. The Administration Expenses Payment is currently estimated to not exceed \$220,000. To the extent actual Administration Expenses Payment is greater than \$220,000, such excess amount will be deducted from the Gross Settlement Amount, subject to the Court's approval. Any portion of the Administration Expenses Payment allocated but not paid to the Administrator will be distributed to the Settlement Class pro rata.
- 3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's Workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period. Determination of the number of weeks that a Participating Class Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of one-third (1/3) 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. A total of two-thirds (2/3) of each Participating Class Member's Individual Class Payment will be allocated in equal portions to settlement of claims for interest and penalties (the "Interest and Penalties Portion"). The Interest and Penalties Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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 as stated in Paragraph 3.2.4.

3.2.5 *To Each Participating FLSA Subclass Member:* The Individual FLSA Payment shall be calculated as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the Participating FLSA Subclass Member's attributed Workweeks during the FLSA Subclass Period, divided by (ii) the total Workweeks of all Participating FLSA Subclass Members during the FLSA Subclass Period. Determination of the number of weeks that a Participating FLSA Subclass Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the weeks worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.5.1 *Tax Allocation of Individual FLSA Payments.* A total of one-third (1/3) of each Participating FLSA Subclass Member's Individual FLSA 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 issued by the Administrator. A total of two-thirds (2/3) of each Participating FLSA Subclass Member's Individual FLSA 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 issued by the Administrator. Participating FLSA Subclass Members assume full responsibility and liability for any employee taxes owed on their Individual FLSA Payment.

3.2.5.2 *Effect of Non-Participating FLSA Subclass Members on Calculation of Individual FLSA Payments.* Non-Participating FLSA Subclass

Members will not receive any Individual FLSA Payments. The Administrator will retain amounts equal to their Individual FLSA Payments in the FLSA Settlement Fund for distribution to Participating FLSA Subclass Members as stated in Paragraph 3.2.5.

3.2.6 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of \$225,000.00 to be paid from the Gross Settlement Amount, with 75% (\$168,750) allocated to the LWDA PAGA Payment and 25% (\$56,250) allocated to the Individual PAGA Payments.

3.2.6.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of Pay Periods worked for Defendant during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period. Determination of the number of Pay Periods that an Aggrieved Employee worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the Pay Periods worked supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.6.2 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.3 If the Court approves PAGA Penalties of less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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

4.1 *Class Data.* Not later than 15 business days after Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a spreadsheet. 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 perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data has omitted identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. 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.

- 4.2 *Funding of Gross Settlement Amount.* Within 5 business days of the Effective Date, the Administrator shall provide Defendant with the documents and information necessary in order for Defendant to fund the settlement, including the information that Defendant will need in order to pay their share of the payroll taxes owed. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay their share of payroll taxes, by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.
- 4.3 *Payments from the Gross Settlement Amount.* Within 14 calendar days of the date Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual FLSA 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 Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments.
- 4.3.1 The Administrator will issue checks to cover the Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments and will send them to the Class Members/Aggrieved Employees/FLSA Subclass Members via First Class U.S. Mail, postage prepaid (including those for whom Class Notice was returned undelivered). 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 (including those for whom Class Notice was returned undelivered). The Administrator may send a single check combining the Individual Class Payment, the Individual FLSA 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. For any Class Member who opts out, the Administrator will send a check for only the Individual PAGA Payment.
- 4.3.1.1 Opt-in and release language regarding the release of the FLSA claim will be printed on the Individual Class Payment checks with instructions that cashing such check constitutes consent under the FLSA to opt into the collective action. The language to be included will be substantially similar to the following:
- “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”
- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without United States Postal



Service ("USPS") forwarding address. Within seven 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.

- 4.3.3 All checks for Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments will remain negotiable for one hundred and eighty (180) days from the date of their mailing by the Settlement Administrator. The Settlement Administrator shall notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. After 180 days from the date of their mailing by the Settlement Administrator, any settlement checks distributing Individual Class Payments, Individual FLSA Payments, or Individual PAGA Payments that are returned to the Settlement Administrator as undeliverable or that have not been cashed will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee.
  - 4.3.4 The settlement payments made to Class Members under this settlement, including payment of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments, 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 Class Members may be entitled under any benefit plans. The payment of Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.
5. **RELEASES AND PRECLUSION OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer taxes owed on the wage portion of Individual Class Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 *Plaintiffs' General Release.* Plaintiffs and the Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions or occurrences that occurred through the date of final approval ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, medical benefits to which Plaintiffs were entitled as Kaiser Foundation Health Plan members, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any

time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. This general release shall run through the date of Final Approval.

- 5.1.1 *Plaintiffs' Waiver of Rights Under Civil Code Section 1542.* For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Civil Code section 1542, which reads:

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

- 5.1.2 *Hughes Carve-out.* This release does not include a release of wrongful termination claims related to Plaintiff Doretha Hughes' termination alleged in *Doretha Hughes, et al. v. The Permanente Medical Group, Inc., et al.*, Alameda County Superior Court Case No. 23CV046202.

- 5.2 *Release by Participating Class Members:* All Participating Class Members shall fully release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. These Class and PAGA releases include claims under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable seating, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 *et seq.* 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the Wage Orders that are analogous to such Labor Code

provisions, all claims and theories arising under Labor Code Section 2802 with the exception of claims set forth in Paragraph 5.2.1 below, as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on the factual allegations that are stated in the Operative Complaint or LWDA letters in Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. The Class and PAGA Releases exclude all other claims including claims set forth in Paragraph 5.2.1 and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

5.2.1 The release shall not include any Labor Code section 2802 claims released by Class Members in connection with the following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

5.3 *Release by FLSA Subclass Members:* FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

5.4 *Release by Aggrieved Employees:* All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.

6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of the Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a

class action settlement within 30 calendar days and will share their draft for comments by Defense Counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval to be filed in the *Morris* Action, 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, subdivision (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of 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 or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)(1)(A))), Operative Complaint (Lab. Code, § 2699, subd. (s)(1)), this Agreement (Lab. Code, § 2699, subd. (s)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

- 6.1 *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 Order to the Administrator.
- 6.2 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval 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 or otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1 *Selection of Administrator.* The Parties have jointly selected ILYM Group to serve as the Administrator and have verified that, as a condition of appointment, that ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The

Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 *Employer Identification Number.* The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 *Qualified Settlement Fund.* The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 *Notice to Class Members.*
  - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, 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 21 calendar days after receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment payable to the Class Member, and the number of Workweeks and Pay Periods 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 five 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 60 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, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously

confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, then 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, whichever is 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 60 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 or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified by 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, then 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' Release under Paragraphs 5.2 through 5.4 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 are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for and will receive an Individual PAGA Payment.

7.6 *Challenges to Calculation of Pay Periods and/or Workweeks.* Each Class Member shall have 60 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 Pay Periods and/or Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of Pay Periods and/or Workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods and/or Workweeks 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 or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

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 oral 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 60 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 any of the class action components of 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 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 Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval Order and the Judgment. The Administrator will include on the website page an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator will maintain the website and both monitor and respond to emails and calls from Class Members after

disclosure to the attorneys from both sides and after consultation with the attorneys from both sides.

- 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 five 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”); and (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion.
- 7.8.3 *Weekly Reports.* The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that 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 or resolved, and checks mailed for Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion.
- 7.8.4 *Workweek and/or Pay Period Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of qualifying Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 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), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 *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.

- 7.9 **ESCALATOR CLAUSE.** The Settlement is based on a Workweek estimate of approximately 5,668,385 Workweeks. In the event the number of Workweeks worked by the Class Members during the Class Period increases by more than 10%, or 6,235,223 then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked in excess of 6,235,223 multiplied by the Workweek value. The Workweek value shall be calculated by dividing the Gross Settlement Amount by 5,668,385 Workweeks. The Parties agree that the Workweek value is \$2.00 ( $11,350,000.00 / 5,668,385$  Workweeks). Thus, for example, should there be 6,300,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$129,554 ( $[6,300,000 \text{ Workweeks} - 6,235,223 \text{ Workweeks}] \times [\$2/\text{Workweek}]$ ). Defendant may elect to not contribute more and keep the covered Workweeks capped at 6,235,223. Should Defendant elect to cap the Workweeks at 6,235,223 and not contribute more to the Gross Settlement Amount, the Class Period will close on the date the Workweeks reach 6,235,223.
8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 2% of the total of all Class Members, then Defendant may, but need not, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, having no force or effect whatsoever, and that no 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 their election to withdraw not later than 30 calendar days after expiration of the opt-out period; late elections will have no effect on Defendant's right to withdraw.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s)(2), 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 five business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, in good faith, to resolve any suggestions made by Defendant concerning the Motion for Final Approval.
- 9.1 *Response to Objections.* Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 *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. Any decision by the Court to award less than the

amounts requested for the Class Representative Service Payments, for Class Counsel Fees Payment, for Class Counsel Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 9.3 *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 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 9.4 *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 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. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then 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.
- 9.5 *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 voidable. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall 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 Payments 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.
- 10. 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.
- 11. ADDITIONAL PROVISIONS.**
- 11.1 *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 allegation in the Operative Complaint has 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 Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or 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).

- 11.2 *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, 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) 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, with any 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.
- 11.3 *No Undue Publicity.* Neither Plaintiffs nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion as to the existence of this Agreement or its terms in any advertising/marketing materials or any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only after the motion for approval of the settlement has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendant's approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.

- 11.4 *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.
- 11.5 *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.
- 11.6 *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.
- 11.7 *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 or the Court for resolution.
- 11.8 *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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.9 *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.
- 11.10 *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.
- 11.11 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12 *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.

- 11.13 *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.
- 11.14 *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.
- 11.15 *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.
- 11.16 *Notice.* All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858) 551-1223  
Facsimile: (858) 551-1232  
E-Mail: [norm@bamlawca.com](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

JAMES HAWKINS APLC  
James R. Hawkins  
Christina M. Lucio  
Mitchell Murray  
9880 Research Drive, Suite 200  
Irvine, California 92618  
Telephone: (949) 387-7200  
Facsimile: (949) 387-6676  
[James@Jameshawkinsaplc.com](mailto:James@Jameshawkinsaplc.com)  
[Christina@Jameshawkinsaplc.com](mailto:Christina@Jameshawkinsaplc.com)  
[mitchell@jameshawkinsaplc.com](mailto:mitchell@jameshawkinsaplc.com)

HAFFNER LAW PC  
Joshua H. Haffner  
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Trevor Weinberg  
[tw@haffnerlawyers.com](mailto:tw@haffnerlawyers.com)

15260 Ventura Blvd., Suite 1520  
Sherman Oaks, California 91403  
Telephone:(213) 514-5681  
Facsimile:(213) 514-5682

To Defendant:


SEYFARTH SHAW LLP  
Christian J. Rowley  
[crowley@seyfarth.com](mailto:crowley@seyfarth.com)  
Kerry Friedrichs  
[kfriedrichs@seyfarth.com](mailto:kfriedrichs@seyfarth.com)  
Elizabeth MacGregor  
[emacgregor@seyfarth.com](mailto:emacgregor@seyfarth.com)  
560 Mission Street, 31st Floor  
San Francisco, California 94105  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

- 11.17 *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.
- 11.18 *Stay of Litigation.* The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

**IT IS SO AGREED:**

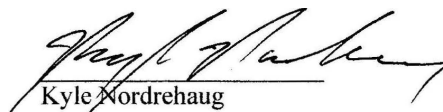
**FOR PLAINTIFFS AND THE PUTATIVE CLASS AND AGGRIEVED EMPLOYEES**

Dated: 03/19/2025

  
Erica Morris (Mar 19, 2025 11:08 PDT)

Plaintiff/Class Representative Erica Morris

Dated: 3/19/25

  
Kyle Nordrehaug

Class Counsel BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

Dated: 03/19/25 \_\_\_\_\_

 (Mar 19, 2025 20:03 PDT)

Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: 03/20/25 \_\_\_\_\_

 (Mar 20, 2025 15:51 PDT)

Plaintiff/Class Representative Maribel Blandino

Dated: 03/19/2025 \_\_\_\_\_



Class Counsel JAMES HAWKINS APLC

Dated: \_\_\_\_\_

Plaintiff/Class Representative Doretha Hughes

Dated: \_\_\_\_\_

Class Counsel HAFFNER LAW PC

**FOR DEFENDANT:**

Dated: \_\_\_\_\_

For Defendant The Permanente Medical Group, Inc.

Dated: \_\_\_\_\_

Defendant's Counsel Christian J. Rowley (as to form only)

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff/Class Representative Maribel Blandino

Dated: \_\_\_\_\_

\_\_\_\_\_  
Class Counsel JAMES HAWKINS APLC

Dated: 03/21/20~~20~~25

Doc. 1-1 Filed 03/21/25 (Mar 21, 2025 16:21 PDT)

\_\_\_\_\_  
Plaintiff/Class Representative Doretha Hughes

Dated: 3/21/25

  
\_\_\_\_\_  
Class Counsel HAFFNER LAW PC

**FOR DEFENDANT:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
For Defendant The Permanente Medical Group, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant's Counsel Christian J. Rowley (as to form only)



Dated: \_\_\_\_\_

Plaintiff/Class Representative Yolanda Ortega-Calbert

Dated: \_\_\_\_\_

Plaintiff/Class Representative Maribel Blandino

Dated: \_\_\_\_\_

Class Counsel JAMES HAWKINS APLC

Dated: \_\_\_\_\_

Plaintiff/Class Representative Doretha Hughes

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 27, 2021, the Court entered an Order reassigning the

re-captioned matter to Judge Carolyn B. Kuhl in Department 12 at the Spring Street Courthouse for further proceedings, pursuant to Defendant's 170.6 Peremptory Challenge Motion.

**FOR DEFENDANT:**

A true and correct copy of the Order is attached hereto as Exhibit A.

FILED: August 4, 2021 Dated: 3/24/2025

*Priya Smith*  
Respectfully submitted,

For Defendant The Permanente Medical Group, Inc.

Dated: March 24, 2025

By:



Defendant's Counsel Christian J. Rowley (as to form only)

Kerry Friedrichs

Parnian Vafaenia

Attorneys for Defendant

SOUTHERN CALIFORNIA PERMANENTE

MEDICAL GROUP erroneously sued as

SOCAL PERMANENTE MEDICAL GROUP

## **EXHIBIT A**

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

*Morris v. The Permanente Medical Group, Inc.,*  
Sacramento County Superior Court, Case No. 34-2022-00332012

***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 the settlement of an employee class action lawsuit ("Action") against Defendant The Permanente Medical Group, Inc. ("TPMG" or "Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Erica Morris, Yolanda Ortega-Calbert, Maribel Blandino, and Doretha Hughes (collectively, "Plaintiffs" and "Class Representatives") and seeks payment of wages, damages, and equitable relief for a Class of all non-exempt persons who were employed by Defendant in the State of California at any time during the Class Period, defined as January 1, 2021 to December 31, 2024 ("Class Members"). The Settlement also includes an FLSA Subclass, composed of all non-exempt persons who were employed by Defendant in the State of California at any time during the FLSA Subclass Period, defined as January 1, 2021 to December 31, 2024 ("FLSA Subclass Members") and a claims for civil penalties under the Private Attorneys General Act ("PAGA") on behalf of all non-exempt persons who were employed by Defendant in the State of California at any time during the PAGA Period (October 24, 2021 through December 31, 2024) ("Aggrieved Employees").

The proposed Settlement has three main parts: (1) a Class Settlement requiring TPMG to fund Individual Class Payments to Class Members, (2) a FLSA Settlement requiring TPMG to fund Individual FLSA Payments to FLSA Subclass Members, and (3) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and Individual PAGA Payments to the Aggrieved Employees.

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

The above estimates are based on TPMG's records showing that **you worked [REDACTED] workweeks during the Class Period and [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do 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 Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires TPMG to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against TPMG.

If you worked for TPMG during the Class Period you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, Individual FLSA Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Released Class Claims, Released FLSA Claims and Released PAGA Claims against Defendant as described in Section 4 below.
- (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 or Individual FLSA Payment, but you will receive an Individual PAGA Payment. You will, however, preserve your right to personally pursue Class Period wage claims against TPMG.

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

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

|   |  |
|---|--|
| <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, Individual FLSA Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against TPMG that are covered by this Settlement (Released Class Claims).  |
| <b>You Can Opt-out of the Class Settlement</b><br><br><b>The Opt-out Deadline is [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.</b> | <p>If you don't want to fully participate in the proposed 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 or an Individual FLSA Payment. However, you will still receive an Individual PAGA Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. TPMG must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims covered by the PAGA Release (defined below).</p> |

|   |   |
|---|---|
| <p><b>Participating Class Members Can Object to the Class Settlement</b></p> <p><b>Written Objections Must be Submitted by [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.</b></p>         | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and 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 Section 7 of this Notice.</p>   |
| <p><b>You Can Participate in the [DATE] Final Approval Hearing</b></p>  | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at 9:00 a.m., at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 8.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>   |
| <p><b>You Can Challenge the Calculation of Your Workweeks and/or Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by [DATE]. If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.</b></p> | <p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day as a nonexempt TPMG employee in California during the Class Period (“Workweeks”). The amount of your Individual FLSA Payment depends on how many workweeks you worked at least one day as a nonexempt TPMG employee in California during the FLSA Subclass Period (“Workweeks”). The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day as a nonexempt TPMG employee in California during the PAGA Period (“PAGA Pay Periods”). The number of Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods you worked according to TPMG’s records is stated on the first page of this Notice. If you disagree with these numbers, you must challenge them by 60 days after Notice is sent. See Section 4 of this Notice.</p> |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiffs were TPMG employees during the Class Period. The Action accuses TPMG of violating California labor laws by failing to pay overtime wages, minimum wages, waiting time

penalties, earned wages, and reporting time pay, failing to provide meal periods, rest periods, itemized wages statements, sick pay, and notice of paid sick time; violating California's Unfair Competition Law; and owing penalties under the Private Attorneys General Act ("PAGA"). Plaintiffs are represented by attorneys in the Action: Blumenthal Nordrehaug Bhowmik De Blouw LLP, James Hawkins APLC, and Haffner Law PC (collectively, "Class Counsel.")

TPMG strongly denies violating any laws or failing to pay any wages 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 TPMG or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and TPMG hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a Class and Representative Action Settlement Agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and TPMG have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TPMG does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. TPMG Will Pay \$11,350,000 as the Gross Settlement Amount. TPMG has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. Assuming the Court grants Final Approval, TPMG will fund the Gross Settlement Amount not more than 21 calendar days after the Judgment entered by the Court become final. The Judgment will be final upon the expiration date of the time for filing or noticing an appeal of the Judgment, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$3,783,333.33 (one-third (1/3) of the Gross Settlement Amount) to Class Counsel Fees Payment and up to \$65,000 for Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment. Class Counsel Fees Payment shall be allocated among Class Counsel as follows: 42.5% to

James Hawkins APLC; 42.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP; and, 15% to Haffner Law PC.

- B. Up to \$80,000 (\$20,000 per Plaintiff) to Plaintiffs as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments.
- C. Up to \$220,000 as the Administration Expenses Payment to the Administrator for services administering the Settlement.

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 in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments, Individual FLSA Payments, and Individual PAGA Payments to Participating Class Members based on their Class Workweeks, FLSA Subclass Workweeks, and PAGA Pay Periods. The Individual PAGA Payments will comprise 25% of the PAGA Penalties provided for by the Settlement, with the remaining 75% being distributed to the LWDA.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and TPMG are asking the Court to approve an allocation of one-third (1/3) of each Individual Class Payment and Individual FLSA Payment to taxable wages ("Wage Portion") and two-thirds (2/3) in equal portions to settlement of claims for interest and penalties ("Interest and Penalties Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (TPMG will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Interest and Penalties Portion of the Individual Class Payments and the Individual FLSA Payments on IRS 1099 Forms. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms as well.

Although Plaintiffs and TPMG 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. Each Class Member's Individual Settlement Share will be provided to them in a single check. The front of every check issued for Individual Settlement Shares 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 monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money - [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).

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 60 days after the Administrator mails this Notice, 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 Response Deadline, which is **DATE**. (If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.) The Request for Exclusion should be a letter from a Class Member or their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments or Individual FLSA Subclass Payments, but will receive Individual PAGA Payments, and will preserve their rights to personally pursue Class Period wage and hour claims against TPMG.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TPMG have agreed that, in either case, the Settlement will be void: TPMG will not pay any money and Class Members will not release any claims against TPMG.
8. Administrator. Plaintiffs and TPMG have jointly selected ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and TPMG has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the 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 TPMG or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

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



Released Class Claims. All Participating Class Members shall fully release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. These Class and PAGA releases include claims under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, failure to pay or properly calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families Act, failure to pay or properly calculate overtime premiums, donning and doffing, pre or post-shift testing or inspections, health status related activities including testing, reporting, and queuing for testing, reporting time pay, failure to provide suitable seating, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's employees, pre- and post-shift work and record-keeping violations, including claims for violation of Labor Code Sections 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.3, 226.7, 227, 227.3, 233, 245 *et seq.*, 510, 511, 512, 516, 517, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 1198.5, 1199, provisions of the Wage Orders that are analogous to such Labor Code provisions, all claims and theories arising under Labor Code Section 2802 with the exception of claims set forth below, as well as claims under Business and Professions Code section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on the factual allegations that are stated in the Operative Complaint or LWDA letters in Plaintiffs' actions, or that reasonably could have been alleged based on the same set of operative facts alleged in the Operative Complaint or LWDA letters in Plaintiffs' actions. The Class and PAGA Releases exclude all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Class Period, and PAGA claims outside of the PAGA period. The release shall also not include any Labor Code section 2802 claims released by Class Members in connection with the

following actions: *Jones, et al. v. Kaiser Foundation Hospitals, et al.* (Los Angeles Sup. Ct. Case No. 23STCV04104), *Uribe, et al. v. Southern California Permanente Medical Group* (Los Angeles Sup. Ct. Case No. 22STCV11259), and *LeDoux v. The Permanente Medical Group, Inc.* (Alameda County Sup. Ct. Case No. 22CV019164).

The FLSA Subclass Members who negotiate their check will be bound by the following release:

Released FLSA Claims. FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the Class Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement." Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law.

The Aggrieved Employees will be bound by the following release:

Released PAGA Claims. All Aggrieved Employees fully release and discharge the Releasees from any and all claims under the PAGA that were alleged or that reasonably could have been alleged based on the factual allegations that are alleged in the Operative Complaint or PAGA Notices that arose during the PAGA Period (the "PAGA Release"). It is understood and acknowledged that Aggrieved Employees entitled to a share of the PAGA Penalties will be issued payment for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Release as set forth in this Paragraph.

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

1. Net Settlement Share. The Administrator will calculate a Class Member's Individual Settlement Share by adding together a Class Member's Individual Class Payment, Individual FLSA Payment, and Individual PAGA Payment.
  - A. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's Workweeks during the Class Period, divided by (ii) the total Workweeks of all Participating Class Members during the Class Period.
  - B. Individual FLSA Payments. The Administrator will calculate Individual FLSA Payments as follows: Each FLSA Subclass Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the FLSA Settlement Fund, calculated by (i) the number of the Participating FLSA Subclass Member's attributed Workweeks during the FLSA Subclass Period, divided by (ii) the total Workweeks of all Participating FLSA Subclass Members during the FLSA Subclass Period. The FLSA Settlement Fund shall not exceed Two Hundred Thousand Dollars (\$200,000).
  - C. Individual PAGA Payments. \$56,250 has been allocated to the Individual PAGA Payments. The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of PAGA Pay Periods. The Administrator will calculate Individual PAGA Payments as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual Pay Periods worked during the PAGA Period in relation to the total Pay Periods worked by all Aggrieved Employees during the PAGA Period.
2. Workweek and/or Pay Period Challenges. The number of Workweeks and PAGA Pay Periods you worked, as recorded in TPMG's records, are stated in the first page of this Notice. You have until 60 days after this Notice is sent, and if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days, to challenge the number of Workweeks and/or PAGA Pay Periods. 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 TPMG's calculation of Workweeks and Pay Periods based on TPMG'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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and TPMG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

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) containing their Individual Class Payment, Individual FLSA Payment, and/or Individual PAGA Payment. Non-Participating Class Members will receive, by U.S. mail, a single check containing their Individual PAGA Payment.

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

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

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 Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Morris v. The Permanente Medical Group, Inc.*, Case No. 34-2022-00332012, 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 [DATE]** (if a Notice is returned as undeliverable and resent, this deadline is extended by 14 days), **or it will be invalid.** A request for exclusion may be sent to the Administrator via mail, email or fax. Section 9 of the Notice has the Administrator's contact information.

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

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and TPMG are asking the Court to approve. At least 16 days before the [DATE] 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 Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. 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 via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00332012.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and or Fees, Litigation Expenses and Service Payments may wish to object, for

example, that the proposed 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 [DATE].** (If a Notice is returned as undeliverable and resent, this deadline is extended by 14 days.) 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, *Morris v. The Permanente Medical Group, Inc.*, Case No. 34-2022-00332012, and include your name, current address, telephone number, and approximate dates of employment for TPMG and sign the objection. Written objections may be sent to the Administrator via mail, email or fax. 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 [DATE] at 9:00 a.m. in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, 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 the Court's zoom appearance platform. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website << [REDACTED] >> 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 TPMG and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at „\_\_\_\_\_>> where these documents will be posted as they are 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 the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. 34-2022-00332012. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

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

Class Counsel:

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La Jolla, CA 92037  
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Facsimile: (858) 551-1232  
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[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

JAMES HAWKINS APLC  
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[James@Jameshawkinsaplc.com](mailto:James@Jameshawkinsaplc.com)  
[Christina@Jameshawkinsaplc.com](mailto:Christina@Jameshawkinsaplc.com)  
[mitchell@jameshawkinsaplc.com](mailto:mitchell@jameshawkinsaplc.com)

Settlement Administrator:

ILYM Group  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Settlement Website: \_\_\_\_\_

**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 and your check has not already been cashed. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds - [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).

**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 #3**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 08/11/2025  
Due On: 09/10/2025

Erica Morris  
4400 Magnifica Pl  
Sacramento, CA 95827

**CA2634**

### The Permanente Medical Group

#### Services

| Attorney | Date       | Notes  | Quantity | Rate     | Total      |
|----------|------------|--|----------|----------|------------|
| NDB      | 05/16/2022 | Review and analyze original intake notes. Legal research related litigation in State and Federal courts. Review and research Defendant's business operations in California. Discuss claims with Plaintiff.     | 3.90     | \$850.00 | \$3,315.00 |
| NDB      | 05/17/2022 | Review documents and emails from Plaintiff regarding individual claims for retaliation and DFEH discrimination. Review meal and rest break claims. Legal research regarding the same.                          | 3.10     | \$850.00 | \$2,635.00 |
| NDB      | 05/19/2022 | Review and analyze entire employment file for legal claims. Analyze all pay stubs for regular rate and 226(a) violations. legal research. Conference with Plaintiff to discuss and obtain facts for complaint. | 4.40     | \$850.00 | \$3,740.00 |
| NDB      | 05/20/2022 | Review facts and law. Draft original complaint.  | 3.40     | \$850.00 | \$2,890.00 |
| NDB      | 06/09/2022 | Review and analyze rounding and 2802 claims. Research. Draft complaint.  | 3.60     | \$850.00 | \$3,060.00 |
| NDB      | 06/11/2022 | Review CBA provisions and analyze Union pre-emption issues. Research. Finish drafting complaint.   | 3.50     | \$850.00 | \$2,975.00 |
| NDB      | 06/15/2022 | Review case file. Draft internal case notes memo detailing facts and specific claims.  | 2.20     | \$850.00 | \$1,870.00 |



|     |            |  |      |          |            |
|-----|------------|--|------|----------|------------|
| NDB | 06/29/2022 | Review and research PAGA claims and penalties. Draft PAGA Notice. review case file.  | 2.00 | \$850.00 | \$1,700.00 |
| KN  | 12/17/2022 | Review documents and case notes; review legal research and analysis from ND; analyze claims; review draft complaint; provide input                               | 2.50 | \$950.00 | \$2,375.00 |
| RE  | 12/23/2022 | Review case notes/damage analysis  | 0.75 | \$675.00 | \$506.25   |
| RE  | 12/23/2022 | Review & analyze employment file documents   | 3.00 | \$675.00 | \$2,025.00 |
| RE  | 12/26/2022 | Review, edit & finalize class action complaint draft   | 3.00 | \$675.00 | \$2,025.00 |
| RE  | 12/26/2022 | Draft summons and civil case cover sheet re class action   | 0.50 | \$675.00 | \$337.50   |
| SB  | 12/26/2022 | Revise complaint, advise ND  | 2.60 | \$450.00 | \$1,170.00 |
| RE  | 12/27/2022 | Review & finalize class action complaint package; file in Sac. Sup. Ct.  | 0.70 | \$675.00 | \$472.50   |
| RE  | 12/27/2022 | Draft PAGA only representative action complaint  | 4.50 | \$675.00 | \$3,037.50 |
| RE  | 12/27/2022 | Draft summons and civil case cover sheet re paga action  | 0.50 | \$675.00 | \$337.50   |
| RE  | 12/27/2022 | Review & finalize PAGA action complaint package; file in Sac. Sup. Ct.   | 0.75 | \$675.00 | \$506.25   |
| NDB | 12/27/2022 | Review and analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann.   | 1.50 | \$850.00 | \$1,275.00 |
| SB  | 12/29/2022 | Revise complaint, advise ND  | 2.60 | \$450.00 | \$1,170.00 |
| KN  | 12/29/2022 | Review PAGA notice and complaint; analysis of violations; advise ND  | 1.00 | \$950.00 | \$950.00   |
| RE  | 01/05/2023 | Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action | 0.75 | \$675.00 | \$506.25   |
| RE  | 01/05/2023 | Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action  | 0.60 | \$675.00 | \$405.00   |
| RE  | 01/05/2023 | Provide notice to LWDA; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA  | 0.40 | \$675.00 | \$270.00   |
| KN  | 01/07/2023 | Review court returned documents; review final filed compliants; review memos from RE   | 0.50 | \$950.00 | \$475.00   |
| RE  | 01/15/2023 | Prepare initial documents for service of process re class action; identify registered agent; send out for service via Knox                                       | 0.80 | \$675.00 | \$540.00   |

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| RE  | 01/15/2023 | Prepare initial documents for service of process re paga action; send out for service via Knox  | 0.70 | \$675.00 | \$472.50   |
| RE  | 01/23/2023 | File proof of service of summons re paga action; memo to firm re post service written discovery   | 0.60 | \$675.00 | \$405.00   |
| RE  | 01/27/2023 | File Proof of Service of Summons re class action; memo to firm re post service written discovery  | 0.60 | \$675.00 | \$405.00   |
| NDB | 02/23/2023 | Review 204 and 246 claims. Analyze case file and paystubs. Legal research.  | 2.90 | \$850.00 | \$2,465.00 |
| VR  | 04/18/2023 | Draft: draft discovery set 1; review documents, complaint, and case notes; finalize   | 2.10 | \$750.00 | \$1,575.00 |
| PM  | 05/04/2023 | Review documents and analyze claims and factual issues; strategize re discovery and case management.  | 2.50 | \$750.00 | \$1,875.00 |
| VR  | 05/04/2023 | Receipt and Review of Correspondence: review correspondence from Def; review status of discovery; review court's orders; advise PM  | 1.00 | \$750.00 | \$750.00   |
| CJ  | 07/07/2023 | Evaluate case and claims, determine status of service and meet and confer, determine what prior communications have occurred  | 1.00 | \$550.00 | \$550.00   |
| CJ  | 07/07/2023 | Review Defendant's discovery responses and begin drafting meet and confer letter  | 1.50 | \$550.00 | \$825.00   |
| CJ  | 07/27/2023 | Analyze claims, evaluate complaint and case notes, review prior orders and documents in file in preparation for meeting and conferring pursuant to CRC and CMO            | 1.50 | \$550.00 | \$825.00   |
| CJ  | 07/27/2023 | T/c with OPC to m&c   | 1.00 | \$550.00 | \$550.00   |
| CJ  | 07/27/2023 | Analyze other actions against this Def brought by our firm, determine settlement reached  | 1.00 | \$550.00 | \$550.00   |
| KN  | 07/29/2023 | Review status; review analysis from Team; review recent correspondence; analysis of issues  | 0.50 | \$950.00 | \$475.00   |
| CJ  | 08/02/2023 | Evaluate correspondence from OPC re the Belaire notice, review revisions made to notice, evaluate and determine whether agreeable, advise PM re ILYM class action service | 1.00 | \$550.00 | \$550.00   |
| PM  | 08/03/2023 | Review status of discovery meet and confer and strategize re the same; review revisions to Belaire notice.  | 2.25 | \$750.00 | \$1,687.50 |
| CJ  | 08/03/2023 | Review revisions to privacy notice from OPC, determine whether emails and rates of pay can be negotiated into notice  | 1.00 | \$550.00 | \$550.00   |
| CJ  | 08/04/2023 | Continue research of Labor Code section 233   | 1.00 | \$550.00 | \$550.00   |

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| PM | 08/07/2023 | Strategize re class period and prior settlement; advise CJ re the same; review settlement agreement in prior action; review complaint and legal and factual issues. | 2.00 | \$750.00 | \$1,500.00 |
| CJ | 08/07/2023 | Review and evaluate OPC position with respect to sick pay, research class period issue and prior settlement agreement issue   | 1.50 | \$550.00 | \$825.00   |
| CJ | 08/10/2023 | Review Belaire West issues and redline, review Williams Court position, craft correspondence re same and advise OPC   | 1.25 | \$550.00 | \$687.50   |
| CJ | 08/14/2023 | Review discovery requests   | 1.00 | \$550.00 | \$550.00   |
| PM | 08/15/2023 | Review and analyze Def documents. Strategize re sample proposed by Def re discovery; consult with expert re sample size.  | 1.50 | \$750.00 | \$1,125.00 |
| CJ | 08/15/2023 | Review and evaluate all outstanding discovery and follow up with Defendant  | 1.00 | \$550.00 | \$550.00   |
| PM | 08/16/2023 | Review and analyze Def. document production; develop litigation strategy and discovery strategy.  | 3.25 | \$750.00 | \$2,437.50 |
| PM | 08/17/2023 | Review and analyze legal and factual claims and Def. documents; prepare exhibit book; strategize re class certification   | 3.50 | \$750.00 | \$2,625.00 |
| KN | 08/19/2023 | Review status; review document analysis and research from Team; review recent correspondence; analysis of claim and facts   | 0.50 | \$950.00 | \$475.00   |
| CJ | 08/21/2023 | Evaluate analysis re sampling and advise OPC re same  | 1.00 | \$550.00 | \$550.00   |
| CJ | 08/21/2023 | Continue to evaluate discovery requests to Plaintiff and documents in file responsive to same   | 1.50 | \$550.00 | \$825.00   |
| PM | 08/21/2023 | Review and analyze Def. document production; strategize re class certification motion and PMK deposition.   | 4.50 | \$750.00 | \$3,375.00 |
| CJ | 08/22/2023 | Research prior orders and requirements for Joint Report, evaluate OPC's position to Joint Report  | 1.00 | \$550.00 | \$550.00   |
| CJ | 08/22/2023 | Research sampling issue and next steps re same, review new Belaire Notice draft and advise PM   | 1.00 | \$550.00 | \$550.00   |
| PM | 08/22/2023 | Review revisions to Belaire West notice; advise team re sampling issue and production of documents.   | 1.50 | \$750.00 | \$1,125.00 |
| CJ | 08/23/2023 | Review and revise Joint Report in PAGA action   | 1.50 | \$550.00 | \$825.00   |
| CJ | 08/23/2023 | Review and revise Joint Report in Class action  | 1.50 | \$550.00 | \$825.00   |
| CJ | 08/23/2023 | Continue to draft objections and responses to   | 1.00 | \$550.00 | \$550.00   |

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| written discovery requests to Plaintiff |            |   |      |          |            |
| KN                                      | 08/23/2023 | Review status; review joint report  | 0.30 | \$950.00 | \$285.00   |
| CJ                                      | 08/24/2023 | Continue drafting responses and objections to written discovery requests to Plaintiff, continue to review P's docs in response to over 60 RFP | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 08/25/2023 | Revise all objections and prepare to send for service   | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 08/25/2023 | Final review of all docs, determine what remains to be redacted and incorporated into doc production, advise GG, determine ready for service  | 1.50 | \$550.00 | \$825.00   |
| CJ                                      | 08/28/2023 | Analyze case notes, analyze class size and discuss same with expert re statistical significance   | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 08/28/2023 | Review and evaluate Bealire West notice language issue review PAGA action discovery and BW there  | 1.00 | \$550.00 | \$550.00   |
| VR                                      | 08/28/2023 | Draft: draft discovery requests; review and revise discovery requests; review complaint   | 2.60 | \$750.00 | \$1,950.00 |
| VR                                      | 08/29/2023 | Draft: draft discovery requests; review complaint and documents; correspondence to Def  | 2.70 | \$750.00 | \$2,025.00 |
| CJ                                      | 08/31/2023 | Research whether we have P's records in proper format, advise OPC re same   | 0.50 | \$550.00 | \$275.00   |
| CJ                                      | 08/31/2023 | Review all of P's records for 226 claims  | 1.50 | \$550.00 | \$825.00   |
| CJ                                      | 09/05/2023 | Evaluate PAGA complaint, timing for paga period, advise PM re BW edits, review Belaire notice and sent to OPC for review                      | 1.00 | \$550.00 | \$550.00   |
| PM                                      | 09/06/2023 | Advise team re discovery responses and consolidation of class and paga actions; review plaintiff's discovery responses and analyze.           | 1.00 | \$750.00 | \$750.00   |
| CJ                                      | 09/06/2023 | Prep for t/c with OPC to m&c by reviewing discovery responses from Plaintiff  | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 09/06/2023 | Conduct t/c with OPC re P's discovery responses   | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 09/06/2023 | Advise PM, annotate re discovery issues   | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 09/06/2023 | Research CCP 2031.250, 2031 generally   | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 09/07/2023 | Prepare for CMC in PAGA case and separate Class case  | 1.00 | \$550.00 | \$550.00   |
| CJ                                      | 09/07/2023 | Appear at CMC in PAGA case and separate Class case, memorialize outcome of hearing to firm  | 1.00 | \$550.00 | \$550.00   |

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| CJ | 09/07/2023 | Review further revisions to Protective Order and BW notice, advise PM re same  | 1.00 | \$550.00 | \$550.00   |
| CJ | 09/11/2023 | Confirm Belaire West and Protective order good to go, advise TPA re revised Belaire Notice   | 1.00 | \$550.00 | \$550.00   |
| CJ | 09/11/2023 | Determine next steps re verifications to discovery, timing for Belaire west mailing and potential issues related to the consolidation of the PAGA and class case regarding discovery | 1.00 | \$550.00 | \$550.00   |
| CJ | 09/18/2023 | Review Belaire notice postcard and timeline, review deadlines related to discovery   | 0.50 | \$550.00 | \$275.00   |
| PM | 10/10/2023 | Review status of discovery and meet and confer and strategize.   | 0.50 | \$750.00 | \$375.00   |
| CJ | 10/10/2023 | Review status of Belaire West notice, update flow chart re same  | 0.50 | \$550.00 | \$275.00   |
| CJ | 10/11/2023 | Evaluate lengthy meet and confer letter from Defendant, research Defendant's prior motions to compel in another case   | 1.00 | \$550.00 | \$550.00   |
| PM | 10/25/2023 | Review and analyze Def. documents; put together exhibit book; analyze claims and additional discovery to serve; analyze and strategize re class certification.                       | 3.00 | \$750.00 | \$2,250.00 |
| CJ | 10/25/2023 | Evaluate status of class list, final opt out report and next steps   | 1.00 | \$550.00 | \$550.00   |
| KN | 10/28/2023 | Review status; review claims and exhibit book; review past team emails and Team evaluation of claims   | 1.00 | \$950.00 | \$950.00   |
| CJ | 10/31/2023 | Continue evaluation of case and claims, review discovery status  | 1.00 | \$550.00 | \$550.00   |
| CJ | 10/31/2023 | Evaluate meal waiver issue advise PM   | 1.00 | \$550.00 | \$550.00   |
| CJ | 10/31/2023 | Draft Notice of Depo   | 0.50 | \$550.00 | \$275.00   |
| PM | 11/02/2023 | Telephonic conference with expert; review findings regarding Plaintiff's records and analyze.  | 0.50 | \$750.00 | \$375.00   |
| CJ | 11/08/2023 | Review all set 1 discovery responses in prep for drafting m&c  | 1.00 | \$550.00 | \$550.00   |
| CJ | 11/08/2023 | Research next hearings and status of IDC, draft m&c letter to OPC  | 1.50 | \$550.00 | \$825.00   |
| CJ | 11/13/2023 | Analyze discovery issues, review PMK topics and correspond with OPC to set a call  | 1.00 | \$550.00 | \$550.00   |
| CJ | 11/16/2023 | Prepare for m&c call with OPC to discuss discovery issues, analyze docs still needed   | 1.00 | \$550.00 | \$550.00   |

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| CJ | 11/28/2023 | Evaluate complaint and case notes, review claims in preparation for m&c call with Opposing Counsel  | 1.00 | \$550.00 | \$550.00   |
| CJ | 11/28/2023 | Conduct meet and confer call with Opposing Counsel, advise POM and VR re outcome, memorialize call in email   | 1.00 | \$550.00 | \$550.00   |
| CJ | 11/29/2023 | Continue review of discovery that needs to be supplemented and compelled, annotate re same and draft letter to OPC re same  | 1.00 | \$550.00 | \$550.00   |
| PM | 12/01/2023 | Review and analyze Def. document production; strategize re claims and Def. defenses; advise team re the same.   | 5.00 | \$750.00 | \$3,750.00 |
| PM | 12/06/2023 | Review Def. responses to discovery; prepare to discovery meet and confer; conduct meet and confer with defense counsel; review Def. documents.                    | 3.50 | \$750.00 | \$2,625.00 |
| CJ | 12/11/2023 | Review Defendant's set 2 discovery responses and advise firm for calendaring  | 1.00 | \$550.00 | \$550.00   |
| PM | 12/12/2023 | Review status of discovery and discovery needed for class certification motion.   | 0.50 | \$750.00 | \$375.00   |
| PM | 12/19/2023 | Review and analyze Def. documents; review Def. objections to PMK notice and strategize re the same; draft correspondence to Def. re outstanding discovery issues. | 3.50 | \$750.00 | \$2,625.00 |
| PM | 12/21/2023 | Review Def. responses to discovery and strategize re additional discovery needed; review and revise draft CMC statement.  | 2.50 | \$750.00 | \$1,875.00 |
| CJ | 01/02/2024 | Evaluate status of PAGA action discovery, review prior correspondence re same, ensure compel deadline preserved   | 0.75 | \$550.00 | \$412.50   |
| CJ | 01/02/2024 | Review meet and confer letter from Defendant and discovery responses from Plaintiff and required supplemental responses in preparation for supplementing          | 1.00 | \$550.00 | \$550.00   |
| PM | 01/02/2024 | Review status of PAGA claim and advise team re the same; review requirements for PAGA discovery and strategize re the same.                                       | 2.50 | \$750.00 | \$1,875.00 |
| GG | 01/03/2024 | Review ROA and confirm hearing information for 1/12/24, review court's previous order, and download/circulate orders.   | 0.40 | \$250.00 | \$100.00   |
| CJ | 01/04/2024 | Analyze Def's m&c letter re law applicable to each objection raised in p's discovery responses  | 1.00 | \$550.00 | \$550.00   |
| PM | 01/08/2024 | Review and analyze Def. documents re expert analysis; correspond with expert's team.  | 2.25 | \$750.00 | \$1,687.50 |

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| CJ | 01/08/2024 | Evaluate prior correspondence with OPC, review discovery responses to be supplemented, evaluate docs in file responsive to discovery | 1.00 | \$550.00 | \$550.00   |
| CJ | 01/08/2024 | T/c with Plaintiff to discuss discovery  | 1.00 | \$550.00 | \$550.00   |
| PM | 01/09/2024 | Review status of action and update team re the same; update case sheet.  | 0.50 | \$750.00 | \$375.00   |
| CJ | 01/09/2024 | Evaluate Plaintiff's documents and annotate bates ranges responsive to discovery   | 1.50 | \$550.00 | \$825.00   |
| CJ | 01/11/2024 | Continue review of all responsive documents produced to date and documents needed for supplementation                                | 1.00 | \$550.00 | \$550.00   |
| CJ | 01/12/2024 | Revise Plaintiff's discovery responses annotate further questions to Plaintiff   | 2.00 | \$550.00 | \$1,100.00 |
| CJ | 01/12/2024 | Evaluate compel deadlines, correspond with OPC re same, determine next steps   | 0.50 | \$550.00 | \$275.00   |
| PM | 01/16/2024 | Review and analyze Def. documents; video conference with damages expert.   | 1.50 | \$750.00 | \$1,125.00 |
| CJ | 01/18/2024 | Continue analysis of discovery issues and Plaintiff's responses, advise PM, continue drafting  | 1.00 | \$550.00 | \$550.00   |
| GG | 01/19/2024 | Review ROA, and schedule remote appearance.  | 0.10 | \$250.00 | \$25.00    |
| CJ | 01/22/2024 | Evaluate correspondence from Plaintiff, determine discovery issues remaining   | 0.50 | \$550.00 | \$275.00   |
| CJ | 01/24/2024 | Discuss with PM CBA issue and union agreements in wage and hour  | 0.50 | \$550.00 | \$275.00   |
| CJ | 01/26/2024 | T/c with Plaintiff   | 1.00 | \$550.00 | \$550.00   |
| GG | 01/31/2024 | Review documents in client file, compare with previously produced docs, advise CJ.   | 0.30 | \$250.00 | \$75.00    |
| GG | 02/01/2024 | Organize and new docs, Bates documents, and email to CJ.   | 0.30 | \$250.00 | \$75.00    |
| CJ | 02/02/2024 | Correspond with Plaintiff, review documents from Plaintiff, evaluate status of claims and case notes                                 | 1.00 | \$550.00 | \$550.00   |
| CJ | 02/07/2024 | Review Plaintiff's document production and evaluate for service  | 2.00 | \$550.00 | \$1,100.00 |
| CJ | 02/22/2024 | Craft correspondence to Plaintiff regarding documents needed, evaluate case file and annotate  | 1.00 | \$550.00 | \$550.00   |
| VR | 03/01/2024 | Review and Revise: review and revise supplemental discovery responses; advise CJ   | 1.50 | \$750.00 | \$1,125.00 |
| CJ | 03/01/2024 | Review p's discovery responses for purposes of   | 1.50 | \$550.00 | \$825.00   |

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|     |            | finalizing all supplementation; review issues still in need of correction, annotate and call p  |      |          |            |
| CJ  | 03/01/2024 | Advise VR re analysis issue of p's discovery responses and determine how to respond to requests for trial prep, etc.                                  | 1.00 | \$550.00 | \$550.00   |
| NDB | 03/06/2024 | Review and analyze related actions against Defendant. Analyze overlap. Discuss with related case counsel. Draft JPA. Send to Plaintiff for signature. | 1.50 | \$850.00 | \$1,275.00 |
| PM  | 03/28/2024 | Review Def. responses to discovery; begin drafting amended complaint; review complaints from related actions.   | 1.00 | \$750.00 | \$750.00   |
| PM  | 04/02/2024 | Draft amended complaint; review status of action, Def. documents, and strategize re class cert.   | 4.00 | \$750.00 | \$3,000.00 |
| PM  | 04/23/2024 | Review outstanding discovery issues; draft Joint CMC Statement.   | 1.00 | \$750.00 | \$750.00   |
| PM  | 04/24/2024 | Review Def. revisions to Joint CMC Report; finalize Joint CMC report.   | 0.50 | \$750.00 | \$375.00   |
| PM  | 06/22/2024 | Review and revise draft consolidated FAC.   | 1.25 | \$750.00 | \$937.50   |
| PM  | 07/10/2024 | Review Def. correspondence re amended complaint; review amended complaint; advise co-counsel re the same.   | 0.50 | \$750.00 | \$375.00   |
| AR  | 07/29/2024 | Review and outline file and claims for onboarding in advance of drafting mediation data request.  | 1.20 | \$550.00 | \$660.00   |
| AR  | 07/29/2024 | Review and extract relevant documents; update exhibit book; outline wage statements.  | 1.00 | \$550.00 | \$550.00   |
| AR  | 07/29/2024 | Draft mediation data request; submit to AB for review.  | 1.50 | \$550.00 | \$825.00   |
| AR  | 07/29/2024 | Send mediation data request to co-counsel for review and comment.   | 0.30 | \$550.00 | \$165.00   |
| ASC | 07/29/2024 | Receive and review mediation data requests from AR; modify and finalize; draft follow up correspondence regarding the same                            | 0.30 | \$450.00 | \$135.00   |
| AR  | 07/30/2024 | Revise and finalize mediation data request; submit to opposing counsel.   | 0.70 | \$550.00 | \$385.00   |
| KN  | 07/30/2024 | Review mediation request; review status of discovery and Team emails and co-counsel responses   | 0.50 | \$950.00 | \$475.00   |
| AR  | 08/05/2024 | Review file for status of mediation data; update spreadsheet; draft follow up correspondence.   | 0.50 | \$550.00 | \$275.00   |
| GG  | 08/06/2024 | Organize docs, upload to box, and email to  | 0.30 | \$250.00 | \$75.00    |



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|     |            | experts.  |      |          |            |
| CJ  | 08/06/2024 | Evaluate Morris documents and Padilla documents, itemize, sent relevant info to Bennett   | 2.00 | \$550.00 | \$1,100.00 |
| CJ  | 08/06/2024 | Continue analysis of Padilla docs, compile  | 1.00 | \$550.00 | \$550.00   |
| CJ  | 08/06/2024 | Continue analysis of Defendant's documents and meet and confer letter re 10% sampling   | 1.00 | \$550.00 | \$550.00   |
| CJ  | 08/06/2024 | T/c re next steps adn discovery issues  | 0.50 | \$550.00 | \$275.00   |
| AR  | 08/08/2024 | Update exhibit book for mediation; draft follow up correspondence with opposing counsel regarding mediation data.   | 1.00 | \$550.00 | \$550.00   |
| AR  | 08/09/2024 | Review file regarding mediation data; draft multiple follow up correspondence regarding litigation production.  | 0.50 | \$550.00 | \$275.00   |
| CJ  | 08/20/2024 | Review status of discovery in preparation for mediation   | 1.00 | \$550.00 | \$550.00   |
| CJ  | 08/21/2024 | Evaluate status of co counsel's case, review prior correspondence with co counsel, annotate and discuss   | 1.00 | \$550.00 | \$550.00   |
| PM  | 08/23/2024 | Review mediation demand; review correspondences with defense and advise CJ re the same; review Def. document production.  | 2.50 | \$750.00 | \$1,875.00 |
| CJ  | 08/23/2024 | Prepare for and conduct t/c with OPC, advise PM re same   | 1.00 | \$550.00 | \$550.00   |
| SB  | 08/27/2024 | Speak with client in advance of mediation, analyze claims, advise AJB   | 2.60 | \$450.00 | \$1,170.00 |
| NDB | 08/28/2024 | Review and analyze court docket and case file. Analyze discovery to date. Review Defendant's written policy docs and pay stubs. Legal research. Prepare for mediation.                                    | 4.40 | \$850.00 | \$3,740.00 |
| NDB | 08/30/2024 | Analyze time punch data and pay stubs for meal break claims. Review rest break theories of liability. Research.   | 2.90 | \$850.00 | \$2,465.00 |
| NDB | 09/02/2024 | Legal research regarding previous settlements against Defendant and related entities. Research previous settlements with similar workweeks and claims for mediation valuation. Analyze case demographics. | 2.80 | \$850.00 | \$2,380.00 |
| SB  | 09/03/2024 | Speak with client about claims, calculate individual damages, add to case notes, advise AJB   | 2.60 | \$450.00 | \$1,170.00 |
| AB  | 09/03/2024 | Review/analyze exposure analysis from experts. Draft mediation brief.   | 3.00 | \$895.00 | \$2,685.00 |

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| KN  | 09/03/2024 | Review research and analysis of issues from ND; review expert emails and damage report; provide input to AJ  | 1.50 | \$950.00 | \$1,425.00 |
| PM  | 09/04/2024 | Review and analyze Def. policy documents; telephonic conference with defense regarding policy documents; draft Joint Status Conference Statement; advise CJ Re policy documents.                           | 3.75 | \$750.00 | \$2,812.50 |
| GG  | 09/05/2024 | Adjust formatting to Joint status conf. statement, finalize, draft pos, file, serve, and email courtesy copies to court. Circulate via court docs, and save to file.                                       | 0.70 | \$250.00 | \$175.00   |
| AB  | 09/05/2024 | Draft mediation brief.   | 3.00 | \$895.00 | \$2,685.00 |
| PM  | 09/06/2024 | Review correspondences regarding discovery; telephonic conference with Def. counsel re continuance of MTC deadline.  | 0.50 | \$750.00 | \$375.00   |
| NDB | 09/08/2024 | Review case file and obtain facts for mediation brief. Draft mediation brief.  | 3.20 | \$850.00 | \$2,720.00 |
| KN  | 09/08/2024 | Review draft mediation brief and analysis from AJ; review research from AJ on rounding and claims; analysis of facts and claims; provide input to AJ   | 1.75 | \$950.00 | \$1,662.50 |
| AB  | 09/09/2024 | Draft mediation brief. Study law on rounding / and past settlements in the genre.  | 4.00 | \$895.00 | \$3,580.00 |
| GG  | 09/11/2024 | ROA check re upcoming status conf. to confirm time, dept, and remote app requirements.   | 0.10 | \$250.00 | \$25.00    |
| SB  | 09/11/2024 | Prepare for mediation, review and analyze mediation brief, advise AJB  | 2.60 | \$450.00 | \$1,170.00 |
| GG  | 09/13/2024 | Case search for remote appearance info. for upcoming status conf. and add to weekly appearances email.   | 0.10 | \$250.00 | \$25.00    |
| AB  | 09/13/2024 | Draft and file mediation brief.  | 8.00 | \$895.00 | \$7,160.00 |
| AB  | 09/16/2024 | Review question from mediator. Research question. Draft/send memo to mediator's office. Prep for mediation.  | 3.00 | \$895.00 | \$2,685.00 |
| KN  | 09/16/2024 | Review emails regarding mediation; review final mediation brief; analysis of issues  | 1.00 | \$950.00 | \$950.00   |
| YS  | 09/19/2024 | Review status of case, Confirm 9/20 CMC hearing still on calendar. Prepare and file Notice of Remote Appearance. File via Onelegal. Email to OPC re Notice. Circulate zoom link to appear remotely to team | 0.50 | \$250.00 | \$125.00   |
| NB  | 09/19/2024 | Review docs, analyze re settlement issues.   | 3.00 | \$995.00 | \$2,985.00 |

|    |            |  |       |          |             |
|----|------------|--|-------|----------|-------------|
| AB | 09/19/2024 | Prep for mediation. Rehearse statement for joint sesh. Look at past Kaiser settlements again. Review state of law on rounding. Review CBAs. Review CBA law.              | 8.00  | \$895.00 | \$7,160.00  |
| AB | 09/20/2024 | Prep and appear for mediation.   | 12.00 | \$895.00 | \$10,740.00 |
| SB | 09/20/2024 | Attend mediation   | 8.00  | \$450.00 | \$3,600.00  |
| AB | 09/23/2024 | Discuss settlement w/ partners. Draft and circulate MOU.   | 4.00  | \$895.00 | \$3,580.00  |
| KN | 09/23/2024 | Review status; discuss mediation and settlement issues with AJ; review draft MOU; advise AJ  | 1.50  | \$950.00 | \$1,425.00  |
| NB | 09/24/2024 | Review docs, analyze re settlement issues.   | 2.25  | \$995.00 | \$2,238.75  |
| PM | 09/25/2024 | Review draft MOU; strategize re long form settlement agreement.  | 0.60  | \$750.00 | \$450.00    |
| NB | 09/26/2024 | Review long form, analyze for approval issues.   | 3.00  | \$995.00 | \$2,985.00  |
| AB | 09/30/2024 | Draft/send corr to defense attorney re: MOU. Communicate w/ defense attorney via texts.  | 2.00  | \$895.00 | \$1,790.00  |
| AB | 10/03/2024 | Review/analyze pleadings corr from related case. Review/revise MOU. Draft/send corr to cocounsel re MOU needs.   | 3.00  | \$895.00 | \$2,685.00  |
| KN | 10/03/2024 | Review revised MOU; review correspondence  | 0.50  | \$950.00 | \$475.00    |
| AB | 10/17/2024 | Prep for mediation / draft and rehearse opening statement for joint session / review prior Kaiser settlements to prep arguments and negotiating strategy                 | 8.00  | \$895.00 | \$7,160.00  |
| AB | 10/17/2024 | Review/analyze changes to MOU. Compare w/ other MOUs reached with same counsel in other cases. Prepare further redline of MOU. Confer w/ cocounsel. Draft/send response. | 3.00  | \$895.00 | \$2,685.00  |
| KN | 10/17/2024 | Review revisions to MOU; advise AJ   | 0.50  | \$950.00 | \$475.00    |
| PM | 10/25/2024 | Review email correspondences regarding status of MOU and revisions to release language.  | 0.60  | \$750.00 | \$450.00    |
| NB | 10/29/2024 | Analyze prelim motion issues.  | 3.50  | \$995.00 | \$3,482.50  |
| PM | 11/11/2024 | Review and revise draft FAC; review complaints in related actions; review draft MOU.   | 3.50  | \$750.00 | \$2,625.00  |
| NB | 11/21/2024 | Review MOU for final, analyze re approval issues.  | 3.00  | \$995.00 | \$2,985.00  |
| KN | 11/23/2024 | Review final MOU; analysis of settlement issues and issues to address for approval; review input from NBB  | 1.00  | \$950.00 | \$950.00    |
| NB | 11/25/2024 | Final MOU, analyze re long form.   | 2.75  | \$995.00 | \$2,736.25  |

|     |            |  |      |          |            |
|-----|------------|--|------|----------|------------|
| NDB | 11/25/2024 | Review mediation notes and results. Analyze MOU terms. Send MOU to Plaintiff for signature. Conference to discuss terms and explain settlement amounts. Follow up. | 1.40 | \$850.00 | \$1,190.00 |
| GG  | 01/06/2025 | Reviewed email re preliminary approval and reviewed court's guidelines, emailed clerk with request for hearing dates.  | 0.20 | \$250.00 | \$50.00    |
| PM  | 01/06/2025 | Review and analyze MOU; review and revise draft amended complaint; draft stipulation for leave to file amended complaint.  | 2.50 | \$750.00 | \$1,875.00 |
| KN  | 01/06/2025 | Review status; review draft amended complaint  | 0.50 | \$950.00 | \$475.00   |
| GG  | 01/10/2025 | Sent follow up email to clerk re motion for prelim approval dates.   | 0.10 | \$250.00 | \$25.00    |
| GG  | 01/13/2025 | Reviewed email from court re dates for motion.   | 0.10 | \$250.00 | \$25.00    |
| GG  | 01/14/2025 | Reviewed email from PM re date for preliminary approval motion and contacted clerk to confirm date.  | 0.10 | \$250.00 | \$25.00    |
| GG  | 01/15/2025 | Reviewed email from clerk re confirmed motion for prelim. approval, circulated date, and saved motion reservation info to file.                                    | 0.20 | \$250.00 | \$50.00    |
| PM  | 01/27/2025 | Review emails re status of long form agreement and amended complaint; correspond with defense re the same.   | 0.25 | \$750.00 | \$187.50   |
| PM  | 02/03/2025 | Review email correspondences and status of settlement agreement.   | 0.25 | \$750.00 | \$187.50   |
| PM  | 02/04/2025 | Review and finalize stipulation for leave to file amended complaint and amended complaint.   | 0.50 | \$750.00 | \$375.00   |
| GG  | 02/04/2025 | Finalized, filed, served stipulation and order for leave to file FAC, and emailed courtesy copies, saved to file.  | 0.70 | \$250.00 | \$175.00   |
| GG  | 02/05/2025 | Reviewed notice re filed stipulation and order, reviewed ROA for signed order, saved documents to file.  | 0.30 | \$250.00 | \$75.00    |
| GG  | 02/06/2025 | Finalized, file, and served Joint Status Conf. statement, served courtesy copy via email to court.   | 0.60 | \$250.00 | \$150.00   |
| GG  | 02/07/2025 | Reviewed notification re joint status conf. statement, downloaded filed copy, and saved to file.   | 0.10 | \$250.00 | \$25.00    |
| GG  | 02/12/2025 | Reviewed ROA to confirm upcoming Stauts Conf., and added to events email.  | 0.10 | \$250.00 | \$25.00    |
| PM  | 02/14/2025 | Review MOU; review and analyze draft long form   | 3.00 | \$750.00 | \$2,250.00 |

|    |            |  |      |          |            |
|----|------------|--|------|----------|------------|
|    |            | settlement agreement and finalize settlement agreement.  |      |          |            |
| GG | 02/28/2025 | Reviewed notification re checking on status of stip to file FAC, checked ROA, called clerk, sent email to dept. follow up, and sent status update to team.   | 0.30 | \$250.00 | \$75.00    |
| GG | 03/03/2025 | Reviewed email from NB re status of motion for prelim approval and status of stipulation, checked ROA re status of stipulation, called civil office again, and called dept 23, responded to email from CJ. | 0.40 | \$250.00 | \$100.00   |
| CJ | 03/03/2025 | Research prior correspondences re settlement, status of settlement agreement and next steps  | 1.00 | \$550.00 | \$550.00   |
| CJ | 03/03/2025 | Research status of additional representatives and related case, review MOU and Mediation Brief   | 1.00 | \$550.00 | \$550.00   |
| CJ | 03/03/2025 | Draft declaration ISO motion for Preliminary Approval  | 1.00 | \$550.00 | \$550.00   |
| CJ | 03/03/2025 | Advise VR, SB and NDB re settlement issues and remedies  | 0.50 | \$550.00 | \$275.00   |
| CJ | 03/03/2025 | Analyze status of co-counsel and controller issue  | 0.50 | \$550.00 | \$275.00   |
| VR | 03/03/2025 | Review and Analyze: review settlement agreement and complaints; review correspondence between parties; advise CJ   | 0.80 | \$750.00 | \$600.00   |
| GG | 03/04/2025 | Reviewed email from NB, checked status of stipulation on ROA, called clerk and left VM.  | 0.30 | \$250.00 | \$75.00    |
| GG | 03/04/2025 | Reviewed email from CJ, and drafted/sent email to clerk following up on stipulation.   | 0.20 | \$250.00 | \$50.00    |
| VR | 03/04/2025 | Review and Revise: review and revise settlement agreement; review administration bids; advise KN   | 0.60 | \$750.00 | \$450.00   |
| KN | 03/04/2025 | Work on issues regarding settlement agreement draft  | 1.00 | \$950.00 | \$950.00   |
| GG | 03/05/2025 | Reviewed email response from clerk, reviewed ROA, downloaded order re stip to file FAC, saved to file, and circulated via email.   | 0.30 | \$250.00 | \$75.00    |
| GG | 03/05/2025 | Reviewed email from Norm re filing of FAC, updated POS, finalized, filed, and served FAC, served courtesy copies and saved finals to file/ circulated via email.   | 0.90 | \$250.00 | \$225.00   |
| GG | 03/06/2025 | Reviewed notification re filed FAC, saved filed copy, uploaded to LWDA, saved confirmation, and circulated confirmation email.   | 0.30 | \$250.00 | \$75.00    |
| KN | 03/13/2025 | Review status and emails; review billing and next steps; draft proposed Exhibit A to Agreement;  | 3.00 | \$950.00 | \$2,850.00 |

|     |            |   |      |          |            |
|-----|------------|---|------|----------|------------|
|     |            | email Defendant   |      |          |            |
| KN  | 03/13/2025 | Review Defendant's further revisions to the Agreement; review and revise agreement; address final issues; email Defendant; discuss with co-counsel; revise Agreement and email Defendant additional issue | 1.30 | \$950.00 | \$1,235.00 |
| KN  | 03/14/2025 | Analysis of release issue; review documents and law; discuss with NBB; email with co-counsel; email Def response on issue   | 1.50 | \$950.00 | \$1,425.00 |
| KN  | 03/14/2025 | Draft motion for preliminary approval; memo to staff  | 5.00 | \$950.00 | \$4,750.00 |
| AB  | 03/14/2025 | Review/analyze mediation materials - prepare Kullar analysis.   | 8.00 | \$895.00 | \$7,160.00 |
| KN  | 03/16/2025 | Draft proposed order  | 1.00 | \$950.00 | \$950.00   |
| KN  | 03/16/2025 | Work on motion for preliminary approval; analysis of Kullar valuation issues; complete draft of motion  | 2.00 | \$950.00 | \$1,900.00 |
| KN  | 03/17/2025 | Review and revise motion for preliminary approval; prepare draft motion and circulate to all counsel; memo to co-counsel; memo to Admin re: declaration.  | 1.30 | \$950.00 | \$1,235.00 |
| KN  | 03/18/2025 | Review final revisions to Agreement; discuss with co-counsel, finalize Agreement.   | 1.00 | \$950.00 | \$950.00   |
| KN  | 03/18/2025 | Review Defendant revisions to the Agreement; discuss with co-counsel; finalize Agreement; email Defendant; revise motion to correct issue   | 1.50 | \$950.00 | \$1,425.00 |
| CJ  | 03/19/2025 | Continue to analyze case and claims in preparation for drafting MPA declarations  | 0.50 | \$550.00 | \$275.00   |
| NDB | 03/19/2025 | Review and analyze settlement agreement terms for conformity with MOU terms. Send agreement for signature. Conference with Plaintiff to discuss and obtain signature.                                     | 1.30 | \$850.00 | \$1,105.00 |
| KN  | 03/20/2025 | Review Defendant's revisions to Class Notice; revise Class Notice to final; email Defendant   | 0.50 | \$950.00 | \$475.00   |
| KN  | 03/21/2025 | Review emails; prepare Agreement with Plaintiff signatures; email Defendant; review and revise Class Notice for final; review declarations from co-counsel  | 2.00 | \$950.00 | \$1,900.00 |
| CJ  | 03/21/2025 | Draft revisions to Declaration ISO MPA for Plaintiff, review corresponding documents, finalize and draft email to plaintiff re same   | 1.00 | \$550.00 | \$550.00   |
| KN  | 03/23/2025 | Review and revise motion per Defendant comments; memo to co-counsel about additional  | 2.00 | \$950.00 | \$1,900.00 |

|    |            |   |      |          |            |
|----|------------|---|------|----------|------------|
|    |            | issues needed; prepare Admin declaration for filing.  |      |          |            |
| KN | 03/24/2025 | Draft declaration ISO motion; work on Kullar and checklist issues; finalize exhibits; finalize declaration; prepare co-counsel declarations for filing.   | 6.00 | \$950.00 | \$5,700.00 |
| KN | 03/24/2025 | Review motion for final; insert citations and update tables; update and finalize proposed order; file and serve motion; serve LWDA.   | 2.50 | \$950.00 | \$2,375.00 |
| GG | 04/11/2025 | Reviewed ROA to confirm scheduled CMC and added information to events email.  | 0.10 | \$250.00 | \$25.00    |
| KN | 04/17/2025 | Review status; review tentative ruling; emails with Defendant; memo to Admin with documents and instructions; emails to co-counsel  | 1.00 | \$950.00 | \$950.00   |
| KN | 04/29/2025 | Review signed order; email Admin; served LWDA   | 0.50 | \$950.00 | \$475.00   |
| KN | 05/02/2025 | Review formatted notice; review Admin email; respond  | 0.50 | \$950.00 | \$475.00   |
| KN | 06/17/2025 | Review Admin email; review weekly report  | 0.20 | \$950.00 | \$190.00   |
| KN | 06/24/2025 | Review Admin email; review weekly report  | 0.20 | \$950.00 | \$190.00   |
| KN | 07/01/2025 | Review Admin email; review weekly report  | 0.20 | \$950.00 | \$190.00   |
| KN | 07/17/2025 | Review Admin email; review weekly report  | 0.20 | \$950.00 | \$190.00   |
| KN | 07/21/2025 | Review status; review and respond to issue from PM; research issue and prior rulings  | 0.40 | \$950.00 | \$380.00   |
| PM | 07/23/2025 | Draft final approval motion and notice of motion; review preliminary approval order and long form settlement agreement and analyze re final approval motion and memo; draft correspondence to co-counsel re final approval motion and court requirements re the same. | 4.00 | \$750.00 | \$3,000.00 |
| KN | 07/24/2025 | Review emails; review co-counsel questions; research guidelines; respond to co-counsel questions; respond to PM   | 0.50 | \$950.00 | \$475.00   |
| KN | 08/04/2025 | Review draft Admin declaration; analysis of issues; redline draft decl and email Admin  | 0.75 | \$950.00 | \$712.50   |
| KN | 08/04/2025 | Work on motion for final approval; research issue; analysis of issues; review and revise motion for final approval; email Defendant; email co-counsel   | 3.75 | \$950.00 | \$3,562.50 |
| KN | 08/04/2025 | Draft proposed Order and Judgment   | 1.00 | \$950.00 | \$950.00   |
| PM | 08/07/2025 | Draft NBB declaration; review revisions to final approval motion; review co-counsel's declaration in support of final approval.   | 2.50 | \$750.00 | \$1,875.00 |

|                          |            |  |      |          |                     |
|--------------------------|------------|--|------|----------|---------------------|
| KN                       | 08/08/2025 | Review emails; update proposed order; review co-counsel declaration  | 0.50 | \$950.00 | \$475.00            |
| KN                       | 08/09/2025 | Review and revise declaration; review and prepare final exhibits; review guidelines and note issues to address   | 1.50 | \$950.00 | \$1,425.00          |
| KN                       | 08/11/2025 | Review and revise motion for final approval; update motion with final figures; prepare final documents and finalize motion for final approval; file and serve motion; serve LWDA | 4.00 | \$950.00 | \$3,800.00          |
| GG                       | 08/11/2025 | Reviewed and revised table of contents and table of authorities for memorandum re final approval motion.   | 1.40 | \$250.00 | \$350.00            |
| KN                       | 08/11/2025 | Research issues for motion   | 1.00 | \$950.00 | \$950.00            |
| <b>Quantity Subtotal</b> |            |  |      |          | <b>430.75</b>       |
| <b>Services Subtotal</b> |            |  |      |          | <b>\$323,683.75</b> |

### Expenses

| Type    | Date       | Notes                             | Quantity | Rate       | Total      |
|---------|------------|-----------------------------------|----------|------------|------------|
| Expense | 06/29/2022 | PAGA Filing Fee                   | 1.00     | \$75.00    | \$75.00    |
| Expense | 07/05/2022 | Onelegal/Filing Fee               | 1.00     | \$12.87    | \$12.87    |
| Expense | 07/07/2022 | Onelegal/Filing Fee               | 1.00     | \$41.95    | \$41.95    |
| Expense | 01/04/2023 | Onelegal/Court Fee                | 1.00     | \$1,549.40 | \$1,549.40 |
| Expense | 01/04/2023 | Onelegal/Court Fee                | 1.00     | \$1,606.02 | \$1,606.02 |
| Expense | 01/31/2023 | Knox                              | 1.00     | \$114.15   | \$114.15   |
| Expense | 01/31/2023 | Knox                              | 1.00     | \$135.55   | \$135.55   |
| Expense | 01/31/2023 | Onelegal/court fees               | 1.00     | \$113.50   | \$113.50   |
| Expense | 02/13/2023 | Onelegal/court fees               | 1.00     | \$114.02   | \$114.02   |
| Expense | 08/30/2023 | One Legal filing fee              | 1.00     | \$92.66    | \$92.66    |
| Expense | 08/30/2023 | One Legal filing fee              | 1.00     | \$92.66    | \$92.66    |
| Expense | 09/20/2023 | One Legal Filing Fee              | 1.00     | \$133.84   | \$133.84   |
| Expense | 11/14/2023 | Berger Consulting Fees            | 1.00     | \$2,280.00 | \$2,280.00 |
| Expense | 12/31/2023 | KNOX Filing and Messenger Service | 1.00     | \$114.25   | \$114.25   |
| Expense | 04/15/2024 | Expert Fees - DM&A                | 1.00     | \$2,012.50 | \$2,012.50 |
| Expense | 04/30/2024 | Expert Fees - DM&A.               | 1.00     | \$1,050.00 | \$1,050.00 |



|                          |            |  |      |                    |            |
|--------------------------|------------|--|------|--------------------|------------|
| Expense                  | 05/31/2024 | Settlement Admin Fees - ILYM Group         | 1.00 | \$5,975.00         | \$5,975.00 |
| Expense                  | 07/17/2024 | Mediation Fee - David Rotman               | 1.00 | \$5,631.00         | \$5,631.00 |
| Expense                  | 09/06/2024 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$18.99            | \$18.99    |
| Expense                  | 09/19/2024 | Onelegal fee                               | 1.00 | \$19.05            | \$19.05    |
| Expense                  | 09/24/2024 | Berger Consulting Fees.                    | 1.00 | \$5,259.38         | \$5,259.38 |
| Expense                  | 10/03/2024 | Document Retrieval fee                     | 1.00 | \$8.00             | \$8.00     |
| Expense                  | 02/05/2025 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$42.80            | \$42.80    |
| Expense                  | 03/06/2025 | One Legal Filing Fee: One Legal Filing Fee | 1.00 | \$21.11            | \$21.11    |
| Expense                  | 03/25/2025 | One legal filing charge                    | 1.00 | \$84.10            | \$84.10    |
| Expense                  | 03/25/2025 | One legal charge                           | 1.00 | \$87.76            | \$87.76    |
| Expense                  | 08/10/2025 | Filing fee - motion for final approval     | 1.00 | \$60.00            | \$60.00    |
| <b>Expenses Subtotal</b> |            |  |      | <b>\$26,745.56</b> |            |

| <b>Time Keeper</b>       | <b>Quantity</b> | <b>Rate</b> | <b>Total</b>        |
|--------------------------|-----------------|-------------|---------------------|
| AJ Bhowmik               | 69.0            | \$895.00    | \$61,755.00         |
| Norm Blumenthal          | 17.5            | \$995.00    | \$17,412.50         |
| Scott Blumenthal         | 21.0            | \$450.00    | \$9,450.00          |
| Nicholas De Blouw        | 48.0            | \$850.00    | \$40,800.00         |
| Ricardo Ehmann           | 18.15           | \$675.00    | \$12,251.25         |
| Charlotte James          | 86.0            | \$550.00    | \$47,300.00         |
| Piya Mukherjee           | 80.45           | \$750.00    | \$60,337.50         |
| Kyle Nordrehaug          | 62.85           | \$950.00    | \$59,707.50         |
| Victoria Rivapalacio     | 11.3            | \$750.00    | \$8,475.00          |
| Andrew Ronan             | 6.7             | \$550.00    | \$3,685.00          |
| Gerardo Galaviz          | 9.0             | \$250.00    | \$2,250.00          |
| Adolfo Sanchez Contreras | 0.3             | \$450.00    | \$135.00            |
| Yesenia Silva            | 0.5             | \$250.00    | \$125.00            |
| <b>Quantity Total</b>    |                 |             | <b>430.75</b>       |
| <b>Subtotal</b>          |                 |             | <b>\$350,429.31</b> |
| <b>Total</b>             |                 |             | <b>\$350,429.31</b> |

Detailed Statement of Account

Current Invoice

| Invoice Number           | Due On     | Amount Due   | Payments Received | Balance Due  |
|--------------------------|------------|--------------|-------------------|--------------|
| 1                        | 09/10/2025 | \$350,429.31 | \$0.00            | \$350,429.31 |
| Outstanding Balance      |            |              |                   | \$350,429.31 |
| Total Amount Outstanding |            |              |                   | \$350,429.31 |

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

Please pay within 30 days.

**EXHIBIT #4**

# LAFFEY MATRIX

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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/24- 5/31/25 | 1.080182             | \$258                   | \$473                     | \$581 | \$839 | \$948 | \$1141 |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997  |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919  |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914  |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899  |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894  |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864  |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826  |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796  |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789  |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771  |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753  |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734  |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709  |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686  |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671  |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645  |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614  |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598  |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574  |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549  |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522  |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487  |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468  |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444  |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424  |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406  |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389  |

|                |        |      |       |       |       |       |       |
|----------------|--------|------|-------|-------|-------|-------|-------|
| 6/1/95-5/31/96 | 1.032  | \$85 | \$155 | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95 | 1.0237 | \$82 | \$151 | \$185 | \$267 | \$301 | \$363 |

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

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

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