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

IRIS ASTUDILLO, an individual,
CRYSTAL DELGADO, an individual, on
behalf of herself and all others similarly
situated,

Plaintiffs,

vs.

TORRANCE HEALTH ASSOCIATION,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **20STCV18424**

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

Hearing Date: May 25, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept.: SS-6

Action Filed: May 11, 2020
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Iris Astudillo and Crystal Delgado (“Plaintiffs”) in this matter. As
4 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the
6 matters stated herein.

7 2. This declaration is being submitted by Plaintiffs in support of the motion for
8 preliminary approval of the proposed class action settlement with Defendant Torrance Health
9 Association, Inc. (“Defendant”), and seeks entry of an order: (1) preliminarily approving the
10 proposed settlement of this class action with Defendant; (2) for settlement purposes only,
11 conditionally certifying the Class, which consists of both the Wage and Hour Class (“all individuals
12 who are or previously were employed by Defendant in California and classified as a nonexempt
13 employee at any time during the Wage and Hour Class Period (May 11, 2016 through February 21,
14 2023)”) and the Background Check Class (“all individuals who executed Defendant's background
15 check disclosure form at any time during the Background Check Class Period (May 11, 2013
16 through February 21, 2023)”); (3) provisionally appointing Plaintiffs as the representatives of the
17 Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
18 Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for
20 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
21 class; (7) appointing ILYM Group as Administrator, and (8) scheduling a final approval hearing
22 date to consider Plaintiffs’ motion for final approval of the settlement and entry of the Judgment,
23 and Plaintiffs’ motion for approval of attorneys' fees and expenses. Plaintiffs and Defendant
24 (collectively the “Parties”) have reached a full and final settlement of the above-captioned action,
25 which is embodied in the Class Action, Collective Action and PAGA Settlement Agreement
26 (“Agreement”), a true and correct copy of which is attached hereto as Exhibit #1. The form of the
27 Agreement is based upon the Los Angeles County Superior Court model form for a class and
28 PAGA settlement, and a true and correct redline showing a comparison to the model form is

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

4
5 Fairness of Settlement

6 3. The consideration for this Settlement is One Million Seventy-Three Thousand
7 Twenty-Five Dollars and Zero Cents (\$1,073,025.00) (the “Gross Settlement Amount”), of which
8 Defendant has already paid \$73,025 for individual settlement agreements to Class Members, and
9 Defendant shall pay out the additional total sum of \$1,000,000, as set forth in the Agreement. The
10 Gross Settlement Amount will settle all issues pending in the Action between the Parties and will
11 settle the Released Class Claims in exchange for the payments to Participating Class Members from
12 the Net Settlement Amount. The Gross Settlement Amount includes (a) the costs of administration
13 of the settlement, (b) all attorneys' fees and costs, (c) Class Representative Service Payments, and
14 (d) the PAGA Penalties payment allocated 75% to the LWDA and 25% to the Aggrieved
15 Employees. (Agreement at ¶ 1.28.) The Gross Settlement Amount does not include the employer’s
16 share of payroll taxes which will be separately paid by Defendant. (Id.) The Settlement is all-in
17 with no reversion to Defendant and no need to submit a claim form. (Id.)

18 4. The relief provided in the Settlement will benefit all members of the Class. The
19 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
20 Payments to the Class Members are all determined under a neutral methodology. Each
21 Participating Class Member will receive the same opportunity to participate in and receive payment
22 through a neutral formula that is based upon the Workweeks for that individual.

23 5. On February 1, 2021, the Parties participated in an all-day mediation session
24 presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
25 actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and
26 employment data and other information regarding the Class Members, various internal documents,
27 and other compensation and employment-related materials. Class Counsel analyzed the data with
28 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to

1 the mediator. Although a settlement was not reached at the mediation, the Parties continued to
2 negotiate through the mediator. The final settlement terms were negotiated and set forth in the
3 Agreement now presented for this Court's approval. Importantly, Plaintiffs and Class Counsel
4 believe that this Settlement is fair, reasonable and adequate.

5 6. Based upon 1,395 Wage and Hour Class Members who collectively worked 178,000
6 Workweeks, the Gross Settlement Amount provides an average value of \$645 per Class Member
7 and \$5 per Workweek and after deductions the Net Settlement Amount provides an average
8 recovery of \$271 per Class Member and a recovery of \$2.12 per Workweek. The calculations to
9 compensate for the amount due for the Class at the time of the mediation were calculated by Berger
10 Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
11 Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for the
12 employees. The maximum potential damages were calculated to be \$609,092 for the alleged unpaid
13 wages due to rounding, \$37,462 for unpaid wages due to the alleged miscalculation of the regular
14 rate, \$2,348,282 for alleged meal period damages based upon the potential violations observed in
15 the records, \$2,348,282 for alleged rest period damages based upon the same rate observed with
16 meal periods, \$218,750 for alleged unreimbursed business expenses for personal cell phone usage at
17 \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to
18 a maximum damage claim in the amount of \$5,561,868. As to potential penalties, Plaintiffs
19 calculated that potential waiting time penalties were a maximum of \$3,219,840 and potential wage
20 statement penalties were \$2,542,250, depending on the predicate violation. Defendant vigorously
21 disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount
22 represents more than 18% of the maximum value of the alleged wage and hour damages at issue in
23 this case at the time this Settlement was negotiated.¹ The above maximum calculations should then
24 be adjusted in consideration for both the risk of class certification and the risk of establishing class-
25 wide liability on all claims. As to the Background Check Class, FCRA provides for statutory

26 _____
27 ¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim is addressed below at ¶33.

1 damages of \$100 to \$1,000 per willful violation. 15 U.S.C. § 1681n. This means the maximum
2 value of the FCRA claim for the 1,978 individuals in the FCRA Class is between \$197,800 and
3 \$1,978,000. A comparison of approved FCRA settlements involving similar facts further confirms
4 the reasonableness of this Settlement. The Court in *Pietras v. Sentry Ins. Co.*, 513 F. Supp. 2d 983,
5 985 (N.D. Ill 2007), "cited eighteen cases, which settled for an average of \$34.59 per class
6 member." Similarly, in *Bailes v. Lineage Logistics, LLC*, 2016 U.S. Dist. LEXIS 110943 (D. Kan
7 2016), the District Court approved a FCRA class settlement which provided for a fund of \$149,205
8 for a class of 3,430, which correlates to \$43.50 per person. In *Feist v. Petco Animal Supplies, Inc.*,
9 2018 U.S. Dist. LEXIS 98686 (S.D. Cal. 2018), Judge Marilyn Huff granted preliminary approval
10 to an FCRA class settlement of \$1.2 million for a class of 37,000, which equates to \$32.43 per
11 person. Here, the Settlement allocation of \$50 per FCRA Class Member is certainly fair and
12 reasonable given the prior approved FCRA settlements and the defenses asserted by Defendant.
13 Given the amount of the Settlement as compared to the potential value of the claims, the Settlement
14 is most certainly fair and reasonable.

15 16 Procedural History of the Litigation

17 7. On May 11, 2020, Plaintiff Astudillo filed a proposed Class Action Complaint
18 against Defendant in the Superior Court of the State of California, County of Los Angeles, which
19 asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code
20 §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,
21 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure
22 to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to
23 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to
24 reimburse employees for required expenses in violation of California Labor Code § 2802; (7) failure
25 to provide accurate itemized wage statements in violation of California Labor Code § 226; (8)
26 failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; (9)
27 failure to make proper disclosures in violation of 15 U.S.C. §§ 1681, et seq.; (10) failure to obtain
28 proper authorizations in violation of 15 U.S.C. §§ 1681, et seq.; (11) failure to make proper

1 disclosures in violation of California Civil Code §§ 1786, *et seq.*; and, (12) failure to obtain proper
2 disclosures in violation of California Civil Code §§ 1785, *et seq.*

3 8. On January 20, 2020, Plaintiff Astudillo served the PAGA Notice on Defendant and
4 the LWDA, a true and correct copy of which is attached hereto as Exhibit #4. On October 7, 2020,
5 Plaintiff Astudillo filed a separate Representative Action Complaint against Defendant in the
6 Superior Court of the State of California, County of Los Angeles, Case No. 20TRCV00721.
7 Plaintiff Astudillo's Representative Action Complaint asserted one cause of action against
8 Defendant for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code
9 §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and
10 2802.

11 9. On February 23, 2022, Plaintiffs filed a First Amended Class Action Complaint,
12 which added Plaintiff Delgado as a named plaintiff, and added the PAGA allegations that were
13 pending in Plaintiff Astudillo's separate PAGA Action, effectively consolidating the two matters.
14 On March 15, 2022, Plaintiff Astudillo filed a request for dismissal, without prejudice, of her
15 separately filed PAGA Action, leaving the proposed Class Action as the only remaining action. On
16 July 25, 2022, Plaintiffs filed the Second Amended Class Action Complaint that added a cause of
17 action for failure to pay sick wages in violation of California Labor Code §§ 201-204, 210, 233,
18 246. This Second Amended Complaint is the "Operative Complaint". (Agreement at ¶ 1.36).

19 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
20 including production of documents, class data, and other information, allowing for the full and
21 complete analysis of liabilities and defenses to the claims in the Action. The information for
22 mediation obtained by Plaintiffs included: (1) time and payroll data showing employees' meal
23 periods and their time worked; (2) time and payroll data for the named Plaintiffs; (3) Defendant's
24 employee wage and hour policies; (5) the employment files for the Plaintiffs; and, (7) samples of
25 wage statements provided by Defendant. The punch record data produced by Defendants and
26 analyzed by Plaintiffs' expert was a 20% sample of the Class which covered 147,681 work days for
27 239 employees. As such, Class Counsel received the data and information for the Class, which was
28 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

1 11. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
2 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
3 documents and information in connection with the Action. On February 24, 2021, the Parties
4 participated in an all-day mediation presided over by Jeffrey Krivis, a respected and experienced
5 mediator of wage and hour class actions. The matter did not settle at mediation, but the Parties
6 continued to engage in settlement negotiations through the mediator and were ultimately able to
7 agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of
8 a Memorandum of Understanding. At all times, the negotiations were arm's length and contentious.

9 12. The Parties continued to negotiate the terms of the settlement and prepared the long
10 form Agreement. Accordingly, for purposes of this Settlement, the "Class" consists of "the Wage
11 and Hour Class and the Background Check Class." (Agreement at ¶ 1.9.) The Wage and Hour
12 Class is defined as "All individuals who are or previously were employed by Defendant in
13 California and classified as a nonexempt employee at any time during the Wage and Hour Class
14 Period." (Agreement at ¶ 1.53.) The Wage and Hour Class Period is May 11, 2016 through
15 February 21, 2023. (Agreement at ¶ 1.55.) The Background Check Class is defined as "All
16 individuals who executed Defendant's background check disclosure form at any time during the
17 Background Check Class Period." (Agreement at ¶ 1.5.) The Background Check Class Period is
18 May 11, 2013 through February 21, 2023. (Agreement at ¶ 1.8.) Defendant estimates there were
19 1,395 Wage and Hour Class Members who collectively worked approximately 178,000 Workweeks
20 or less; approximately 1,978 Background Check Class Members; and 1,062 Aggrieved Employees
21 who worked approximately 55,059 PAGA Pay Periods. Defendant has represented that
22 approximately 1,078 of the Class Members signed arbitration agreements; approximately 536 Class
23 Members have entered into individual settlement agreements releasing all of the claims in this case.
24 (Agreement at ¶ 4.1.) The Agreement includes provision to either cut off the Class Period or to
25 increase the Gross Settlement Amount should the actual number of workweeks worked by the Wage
26 and Hour Class Members through December 15, 2022 be ten percent (10%) greater than 175,000.

27 13. Although a settlement has been reached, Defendant denies any liability or
28

1 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
2 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
3 contends, among other things, that they have correctly compensated the Class Members and
4 complied at all times with the California Labor Code, applicable Wage Order, and all other laws
5 and regulations. Further, Defendant contends that class certification would be inappropriate for any
6 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
7 hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the
8 basis that the claims meet the requisites for class certification. Without admitting that class
9 certification is proper, Defendants has stipulated that the above Class may be certified for
10 settlement purposes only. (Agreement at ¶ 2.16.) The Parties agree that certification for settlement
11 purposes is not an admission that class certification would be proper if the class certification issue
12 were litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence
13 that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
14 Parties stipulate and agree that the requisites for establishing class certification with respect to the
15 Class are satisfied.

16 14. Class Counsel has conducted an investigation into the facts of the class action.
17 Extensive formal discovery was performed, which included relevant depositions and the production
18 of more than a thousand of pages of documents. The motion for class certification was fully briefed
19 and was pending at the time the settlement was reached. Class Counsel engaged in a thorough
20 review and analysis of the relevant documents and data with the assistance of an expert.
21 Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
22 information to make an informed judgment regarding the likelihood of success on the merits and the
23 results that could be obtained through further litigation. In addition, Class Counsel previously
24 negotiated settlements with other employers in actions involving nearly identical issues and
25 analogous defenses. Based on the foregoing data and their own independent investigation,
26 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
27 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
28

light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

Settlement Terms and Plan of Allocation

15. The Gross Settlement Amount is One Million Seventy-Three Thousand Twenty-Five Dollars and Zero Cents (\$1,073,025.00) of which Defendant has already paid \$73,025 for individual settlement agreements to Class Members. Defendant shall pay out the additional total sum of \$1,000,000, as set forth in the Agreement. (Agreement at ¶ 1.28.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) payment of Background Check Class Payments at a flat rate of \$50 per individual; (3) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (4) Administration Expenses Payment; (5) the Class Representative Service Payments to Plaintiffs; and (6) the PAGA Penalties payment. (Agreement at ¶ 1.28.) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

16. Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, Background Check Class Payments, and the \$73,025 already paid by Defendant (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.34 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

1 all Participating Wage and Hour Class Members during the Class Period and (b) multiplying the
2 result by each Participating Wage and Hour Class Member's Workweeks. (Agreement at ¶ 3.2(e).)
3 Workweeks will be based on Defendant's records, however, Class Members will have the right to
4 challenge the number of Workweeks. The Background Check Class Payments will be paid out at a
5 flat rate of \$50 per individual. (Agreement at ¶ 3.2(d).)

6 18. Class Members may choose to opt-out of the Settlement by following the directions
7 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
8 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
9 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
10 including those who submit an opt-out request, will still be paid their allocation of the PAGA
11 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
12 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
13 Class Members of their right to object to the Settlement and/or dispute their Workweeks.
14 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

15 19. A Participating Class Member must cash his or her Individual Class Payment check
16 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
17 180 days will be voided and any funds represented by such checks to the California Controller's
18 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
19 subject to the requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

20 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
21 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
22 for settlement administration in an amount not to exceed \$30,000. (Agreement at ¶ 3.2(c).)

23 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
24 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
25 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
26 Class Counsel Litigation Expenses Payment in an amount not to exceed \$95,000. (Agreement at ¶
27 3.2(b).) To date, Class Counsel has incurred litigation expenses in this matter of \$93,435. Subject
28

1 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the
2 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

3 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
4 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
5 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$20,000. (Agreement at ¶¶
6 1.34 and 3.2(g).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
7 Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development
8 Agency ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA
9 Payments to be distributed to the Aggrieved Employees based on the number of their respective
10 PAGA Pay Periods. (Agreement at ¶ 3.2(g).) As set forth in the accompany proof of service, the
11 LWDA has been served with this motion and the Agreement.

12
13 Risks of Continued Litigation and Standards for Approval

14 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
15 litigate and trying this Action against Defendant through possible appeals which could take several
16 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
17 especially in complex class actions such as this Action. Class Counsel is also mindful of and
18 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
19 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
20 Settlement set forth in the Agreement is in the best interest of the Class Members.

21 24. Here, a number of defenses asserted by Defendant present serious threats to the
22 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
23 complied with all applicable Labor laws. Defendant also argued that individual settlements with
24 nearly half the Class barred their claims and thus the Class-wide damages were cut in half.
25 Defendant argued that all work time was paid for and that any rounding was facially neutral and
26 therefore lawful. Defendant contends that its meal and rest period policies fully complied with
27 California law and Defendant did not fail to provide the opportunity for legally required meal and
28 rest breaks. Defendant contended that there was no failure to pay for business expenses and any

1 cell phone usage was merely convenient and voluntary such that reimbursement was not legally
2 required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior*
3 *Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class
4 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially
5 lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
6 negate the claims for waiting time penalties and/or inaccurate wage statements. As to the
7 background check claim, Defendant argued that its forms complied with FCRA in all respects.
8 *Coleman v. Kohl's Dep't Stores, Inc.*, 2015 U.S. Dist. LEXIS 135746, *17 (N.D. Cal. 2015)
9 (holding a release in a separate document does not violate FCRA); *Luna v. Hansen & Adkins Auto*
10 *Transp., Inc.*, 2018 U.S. Dist. LEXIS 100055, *18-*19 & n.6 (C.D. Cal. 2018). Finally, the court
11 may find remitter/reduction of the statutory damages appropriate. *See e.g. Klingensmith v. Max &*
12 *Erma's Restaurants, Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505, at *5 (E.D.Pa. 2007).
13 If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the
14 Class. While Plaintiff believes 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 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
17 be unable to obtain a certified class and maintain the certified class through trial, and thereby not
18 recover on behalf of any employees other than herself. At the time of the mediation, Defendant
19 forcefully opposed the propriety of class certification, arguing that individual issues precluded class
20 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
21 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-
22 wide recovery even where the class has been certified. While other cases have approved class
23 certification in wage and hour claims, class certification in this action was hotly disputed and the
24 maintenance of a certified class through trial was by no means a foregone conclusion.

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

28 27. Plaintiffs will apply to the Court for Class Representative Service Payments in

1 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
2 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel for over three
3 years, responding to discovery and appearing for deposition. The Declarations of the Plaintiffs are
4 submitted herewith in support. For purposes of this preliminary approval stage, the requested
5 service award of \$10,000 is well within the accepted range of awards for purposes of preliminary
6 approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal.
7 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v. Experian*
8 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service
9 award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S.
10 Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
11 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
12 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
13 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
14 (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in
15 enhancements). As explained in *Glass*, service awards are routinely awarded to class
16 representatives to compensate the employees for the time and effort expended on the case, for the
17 risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as an
18 incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

19 28. The stage of the proceedings at which this Settlement was reached also militates in
20 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
21 conducted a thorough investigation into the facts of the class action. Class Counsel began
22 investigating the Class Members' claims before the Action were filed, and during the course of
23 litigation, Class Counsel performed extensive discovery and took depositions of the Defendant. At
24 the time the settlement was reached, the motion for class certification had been briefed and was
25 pending. Class Counsel conducted a review and analysis of all the relevant documents and data.
26 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
27 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
28 occur until Class Counsel possessed sufficient information to make an informed judgment regarding

1 the likelihood of success on the merits and the results that could be obtained through further
2 litigation.

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

11
12 Class Certification Issues

13 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
14 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
15 the Court may appropriately approve the Class as defined in the Agreement. This Court should
16 conditionally certify the Class for settlement purposes only which consists of “the Wage and Hour
17 Class and the Background Check Class.” (Agreement at ¶ 1.9.) This Court should conditionally
18 certify the Wage and Hour Class for settlement purposes only, defined as follows:

19 All individuals who are or previously were employed by Defendant in California and
20 classified as a nonexempt employee at any time during the Wage and Hour Class
Period.

21 (Agreement at ¶ 1.53.)

22 The Wage and Hour Class Period is May 11, 2016 through February 21, 2023. (Agreement at ¶
23 1.55.) This Court should also conditionally certify the Background Check Class for settlement
24 purposes only, defined as follows:

25 All individuals who executed Defendant's background check disclosure form at any
26 time during the Background Check Class Period.

27 (Agreement at ¶ 1.5.)
28

1 The Background Check Class Period is May 11, 2013 through February 21, 2023. (Agreement at ¶
2 1.8.)

3 a. **Numerosity** - Here, Plaintiffs assert that the 1,395 current and former
4 employees that comprise the Wage and Hour Class and the 1,978 individuals in the Background
5 Check Class can be identified based on Defendant's records and are sufficiently numerous for class
6 certification.

7 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
8 questions of law and fact are present, specifically the common questions of whether Defendant's
9 employment practices were lawful, whether Defendant failed to provide meal and rest periods to
10 Class Members, whether Class members were lawfully compensated for all hours worked, whether
11 Defendant failed to provide required expense reimbursement, whether Defendant violated the
12 FCRA in performing background checks, and whether Class Members are entitled to damages and
13 penalties as a result of these practices. Plaintiffs contend that certification of this Class is
14 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class
15 Members. As a result, these common questions of liability could be answered on a class wide basis.

16 c. **Typicality** - In the instant case, Plaintiffs contend that the typicality
17 requirement is fully satisfied. Plaintiffs, like every other member of the Class, were employed by
18 Defendant as a non-exempt employee, and, like every other member of the Class, were subject to
19 the same employment practices. Plaintiffs, like every other member of the Class, also claim owed
20 compensation as a result of the Defendant's uniform company policies and practices. They also
21 contend that Plaintiffs received the same background check disclosure and as every other member
22 of the Background Check Class. Thus, the claims of Plaintiffs and the members of the Class arise
23 from the same course of conduct by Defendant, involve the same issues, and are based on the same
24 legal theories.

25 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
26 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
27 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
28 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the

1 Class and have actively participated in the prosecution of this case to date. Plaintiffs effectively
2 communicated with Class Counsel, provided documents and information to Class Counsel,
3 appeared for deposition, and participated in the investigation and resolution of the Action. The
4 personal involvement of the Plaintiffs was essential to the prosecution of the Action and the
5 monetary settlement reached. Second, Plaintiffs retained competent counsel who are experienced in
6 employment class actions and who have no conflicts. Third, there is no antagonism between the
7 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
8 monetary relief under the same set of facts and legal theories.

9 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
11 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
12 experience. We have handled a number of class actions and complex cases and have acted both as
13 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
14 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
15 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
16 employment law class actions, including claims for misclassification, overtime, expense
17 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
19 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
20 adequate counsel by the courts throughout California. We have been approved as experienced class
21 counsel by both state and federal courts in California in contested class certification proceedings. A
22 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this
23 settlement consists of both the Wage and Hour Class ("all individuals who are or previously were
24 employed by Defendant in California and classified as a nonexempt employee at any time during
25 the Wage and Hour Class Period (May 11, 2016 through February 21, 2023)") and the Background
26 Check Class ("all individuals who executed Defendant's background check disclosure form at any
27 time during the Background Check Class Period (May 11, 2013 through February 21, 2023)"). I
28 have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or

1 representation which would prevent my firm from representing the interests of the Class this case.
2 My firm only represents employees, and not employers. My firm has never represented Defendants
3 nor any affiliate of the Defendants. My firm's only interest in the subject matter of this litigation is
4 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
5 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
6 other employees and classes as the claims are all against different and distinct employers. I can
7 think of no conflict that would arise in our representation of the Class and our adequate
8 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
9 excellent recovery for the Class. Thus, the adequacy requirement for my firm is satisfied. In
10 addition, Neither Plaintiffs nor my firm have any relationship with the Administrator, nor any actual
11 or potential conflicts of interest with Aggrieved Employees or the LWDA.

12 32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties
13 through their respective counsel and to be approved by the Court, includes all relevant information.
14 (*See Exhibit "A"* to the Agreement.) The Class Notice will include, among other information: (i)
15 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not
16 opt out, including a description of the applicable release; (iii) information to the Class Members
17 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class
18 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be
19 sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of
20 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days
21 from the date that the Class Notice is mailed to them (the "Response Deadline") to request
22 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.51, 8.5, 8.7.) The
23 Response Deadline will be extended by 14 days in the event of a re-mailing. (Agreement at ¶ 1.51.)
24 Class Members shall be given the opportunity to object to the Settlement and/or requests for
25 attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.)
26 Class Members who do not submit a timely and proper request to opt-out will automatically receive
27 a payment of their Individual Class Payment. This notice program was designed to meaningfully
28 reach the Class Members and it advises them of all pertinent information concerning the Settlement.

1 The mailing and distribution of the Class Notice satisfies the requirements of due process, and is the
2 best notice practicable under the circumstances and constitutes due and sufficient notice to all
3 persons entitled thereto.

4
5 33. The PAGA Claims -

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

18 b. **Valuation of the PAGA Claim for Aggrieved Employees.** For mediation,
19 Plaintiffs calculated the value of the alleged PAGA claim as to the Aggrieved Employees for civil
20 penalties to be between \$2,752,950 and \$5,505,900 for a single violation in every one of the 55,059
21 pay periods at issue at the time of mediation, depending on whether the violation was \$50 per pay
22 period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for
23 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be
24 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the
25 Settlement is the amount of \$20,000. This allocation is justified by several important
26 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
27 Second, Defendants asserted additional defenses to the PAGA claim, not only as to liability but also
28 as to the amount of the penalties. Defendants could also argue that no penalties prior to the PAGA

1 notification should be awarded, and I am aware of one Court which has so ruled. These additional
2 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
3 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In
4 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
5 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
6 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on
7 the PAGA claim. Even if we assume that violations for all 55,059 pay periods were established,
8 using the valuation from *Carrington* results in a more realistic recovery of \$275,295 under PAGA.
9 This means that the \$20,000 PAGA allocation is a reasonable percentage of this potential PAGA
10 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
11 of the LWDA in *O'Connor v. Uber*.

12 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
13 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
14 settlements as compared to the total settlement amount. A class settlement that allocates
15 approximately 1.8% of the total settlement value to resolve the PAGA claims applicable to the class
16 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
17 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
18 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
19 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
20 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
21 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
22 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
23 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
24 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
25 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
26 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
27 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
28 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)

1 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
2 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
3 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
4 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
5 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
6 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
7 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
8 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
9 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
10 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
11 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
12 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
13 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
14 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
15 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
16 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
17 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
18 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
19 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
20 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
21 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
22 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
23 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
24 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
25 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
26 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
27 0.34% of \$1,450,000 settlement amount).

1 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
2 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
3 reasonable. Moreover, the lodestar incurred by Class Counsel is more than \$600,000 which far
4 exceeds the requested fee award, and at the time of final approval, my firm will present lodestar to
5 further support the reasonableness of the requested fee award. My firm has been regularly awarded
6 attorney's fees equal to one-third of the common fund in Court-approved wage and hour class
7 settlements. Some of the class action awards obtained by Class Counsel in similar employment
8 actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-
9 third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour*
10 *Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class
11 Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in
12 *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie
13 Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July
14 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307)
15 Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class
16 settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles
17 Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third
18 fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and*
19 *Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded
20 Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in
21 *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian
22 Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
23 December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court
24 Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a
25 wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
26 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee
27 award in a wage and hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour*
28 *Cases* (Los Angeles Superior Court Case No. JCCP 4881), Judge William Claster awarded Class

1 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, *in*
2 *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David
3 Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17,
4 2021, *in Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No.
5 CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class
6 settlement. On March 17, 2022, *in See's Candies Wage and Hour Cases* (Los Angeles Superior
7 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
8 class action settlement. On April 12, 2022, *in O'Donnell v. Okta, Inc.*, (San Francisco Superior
9 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
10 and hour class action settlement. On May 23, 2022, *in Ettedgui v. WB Studio Enterprises Inc.*,
11 (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE)
12 Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. On
13 July 13, 2022, *in Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No.
14 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour
15 class action settlement. On August 10, 2022, *in Spears, et al. v. Health Net of California, Inc.*,
16 (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
17 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September
18 7, 2022, *in Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
19 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
20 action settlement. On November 4, 2022, *in Infinity Energy Wage and Hour Cases* (San Diego
21 Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage
22 and hour class action settlement. A fee award equal to one-third of the common fund is therefore
23 reasonable in light of the fees that have been awarded in other similar cases.

24
25 35. Class Representative Service Payment - The reasonableness of the requested service
26 award is also established by reference to the amounts that other California courts have found to be
27 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
28 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service

award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa

1 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
2 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
3 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
4 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
5 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
6 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
7 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
8 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
9 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
10 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
11 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
12 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
13 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
14 *Inductrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
15 1, 2018) (awarding \$10,000 service award).

16
17 36. Settlement Administration - The estimate from Phoenix Class Action Administration
18 Solutions was selected, as it was the lowest and provided for a flat fee estimate of \$25,000 to
19 perform the settlement administration for a Class of 2,574, with any difference between the actual
20 expenses and the budget of \$30,000 to be retained in the Net Settlement Amount for distribution to
21 the Class. A true and correct copy of the Declaration of Jodey Lawrence of Phoenix which
22 includes the administration estimate from Phoenix Class Action Administration Solutions is
23 attached hereto as Exhibit #5. I have used Phoenix successfully as the administrator in more than
24 ten settlements in the last few years and know them to be competent and experienced. My firm has
25 no relationship or affiliation with Phoenix Class Action Administration Solutions. The Declaration
26 of Elyssa Sternberg (Defendant's counsel) verifying Defendant's lack of any interest with Phoenix
27 is attached hereto as Exhibit #6.

37. Service on the LWDA - At the same time as the filing and service of this declaration, Class Counsel is serving the LWDA with the entire motion for preliminary approval which includes the Class Action, Collective Action and PAGA Settlement Agreement. This service is verified by the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of April, 2023, at La Jolla, California.

By: /s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION, COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action, Collective Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Iris Astudillo and Crystal Delgado (“Plaintiffs”) and defendant Torrance Health Association, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Actions” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Iris Astudillo, et al. vs. Torrance Health Association, Inc.*, Case No. 20STCV18424, initiated on May 11, 2020 and pending in Superior Court of the State of California, County of Los Angeles and Plaintiff Astudillo’s lawsuit alleging PAGA violations against Defendant *Iris Astudillo, et al. vs. Torrance Health Association, Inc.*, Case No. 20TRCV00721, initiated on October 07, 2020.
- 1.2. “Administrator” means Phoenix Class Action Administration Solutions, 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 (minus amounts already paid pursuant to the individual settlement agreements) to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a nonexempt employee at any time during the PAGA Period.
- 1.5. “Background Check Class” means all individuals who executed Defendant’s background check disclosure form at any time during the Background Check Class Period.
- 1.6. “Background Check Class Member” means a member of the Background Check Class.
- 1.7. “Background Check Class Payment” means the payment to Participating Background Class Members paid out at a flat rate of \$50 per individual.
- 1.8. “Background Check Class Period” means the period of time from May 11, 2013 through February 21, 2023.

- 1.9. “Class” and “Classes” collectively means the Wage and Hour Class and the Background Check Class.
- 1.10. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.11. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, incurred to prosecute and as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.
- 1.12. “Class Data” means identifying information for Class Members in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), number of Workweeks and PAGA Pay Periods (for the Wage and Hour Class), identification of whether the individual is in the Wage and Hour Class and/or the Background Check Class and information regarding whether the individual signed a settlement agreement.
- 1.13. “Class Member” collectively means a member of the Wage and Hour Class or the Background Check Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.14. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.15. “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, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.16. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

- 1.17. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as Class Representatives.
- 1.18. “Class Representative Service Payments” means the payment to the Class Representatives to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.19. “Court” means the Superior Court of California, County of Los Angeles.
- 1.20. “Defendant” means Torrance Health Association, Inc.
- 1.21. “Defense Counsel” means Richard J. Simmons, Derek R. Havel, Ryan K. Krueger, and Elyssa M. Sternberg of Sheppard Mullin, Richter & Hampton LLP.
- 1.22. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.23. “Employee Paid Taxes” means taxes withheld from the wage portion of the Net Settlement Amount, paid out as Individual Class Payments, including but not limited to Federal Insurance Contributions Act payments, federal income tax, state disability insurance, and state income tax payments.
- 1.24. “Employer Paid Taxes” means taxes paid by the employer based on the wage portion of the Net Settlement Amount, paid out as Individual Class Payments, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.25. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.26. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.27. “Final Judgment” means the Judgment Entered by the Court upon Granted Final Approval of the Settlement.
- 1.28. “Gross Settlement Amount” means One Million Seventy-Three Thousand Twenty-Five Dollars (\$1,073,025). Defendant has already paid \$73,025 for individual

settlement agreements to Class Members, which will be credited towards the Gross Settlement Amount. Defendant shall pay out the additional total sum of \$1,000,000 for settlement of the Actions, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) will be used to pay Individual Class Payments, Individual PAGA Payments, Background Check Class Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administrator's Expenses, all interest payments, and all applicable Employee Paid Taxes. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and no claim forms required.

- 1.29. "Individual Class Payment" means the Participating Wage and Hour Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.30. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.31. "Judgment" means the judgment entered by the Court based upon Final Approval.
- 1.32. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.33. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.34. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, Background Check Class Payments, and the \$73,025 already paid by Defendant. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.35. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator. Class Members who qualify as Aggrieved Employees cannot opt out of the PAGA Settlement
- 1.36. "Operative Complaint" means the Second Amended Complaint in *Iris Astudillo, et al. vs. Torrance Health Association, Inc.*, Case No. 20STCV18424, initiated on May 11, 2020.

- 1.37. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.38. "PAGA Period" means the period of time from January 20, 2019 through February 21, 2023.
- 1.39. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.40. "PAGA Notice" means the Plaintiff Iris Astudillo's January 20, 2020 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.41. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000), allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.42. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.43. "Plaintiffs" means Iris Astudillo and Crystal Delgado, the named plaintiffs in the Actions.
- 1.44. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.45. "Released Class Claims" shall collectively mean the Released Class Background Check Claims and the Released Wage and Hour Class Claims.
- 1.46. "Released Background Check Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.47. "Released Wage and Hour Class Claims" means the claims being released as described in Paragraph 6.3 below.
- 1.48. "Released PAGA Claims" means the claims being released as described in Paragraph 6.4 below.
- 1.49. "Released Parties" means: collectively, Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates, alter-egos, vendors, and affiliated

organizations, and all of its respective past, present and future employees, directors, officers, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

1.50. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.51. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.52. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.

1.53. “Wage and Hour Class” means all individuals who are or previously were employed by Defendant in California and classified as a nonexempt employee at any time during the Wage and Hour Class Period.

1.54. “Wage and Hour Class Member” means a member of the Wage and Hour Class.

1.55. “Wage and Hour Class Period” means the period of time from May 11, 2016 through February 21, 2023.

1.56. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

The Class Action

2.1. On May 11, 2020, Plaintiff Astudillo filed a proposed Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV18424. Plaintiff Astudillo’s Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;

(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to make proper disclosures in violation of 15 U.S.C. §§ 1681, *et seq.*;
- (j) Failed to obtain proper authorizations in violation of 15 U.S.C. §§ 1681, *et seq.*;
- (k) Failed to make proper disclosures in violation of California Civil Code §§ 1786, *et seq.*; and,
- (l) Failure to obtain proper disclosures in violation of California Civil Code §§ 1785, *et seq.*

2.2. On August 18, 2020, Defendant filed an Answer to Plaintiff Astudillo's Class Action Complaint, asserting affirmative defenses.

The PAGA Action

2.3. Pursuant to Labor Code section 2699.3, subd.(a), on January 20, 2020 Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On October 7, 2020, Plaintiff Astudillo filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20TRCV00721. Plaintiff Astudillo's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802.

2.5. On December 17, 2020, Defendant filed an Answer to Plaintiff Astudillo's Representative Action Complaint, asserting affirmative defenses.

First Amended Complaint and Second Amended Complaint

2.6. On February 7, 2022, the Parties filed a Stipulation and Proposed Order to File a First Amended Class Action Complaint, which the Court granted.

2.7. On February 23, 2022, Plaintiffs filed a First Amended Class Action Complaint, which added Plaintiff Delgado as a named plaintiff, and added the PAGA allegations that were pending in Plaintiff Astudillo's Separate PAGA Action, effectively consolidating the two matters.

2.8. On March 14, 2022, Defendant filed an Answer to Plaintiffs' First Amended Class Action Complaint, asserting affirmative defenses.

2.9. On March 15, 2022, Plaintiff Astudillo filed a request for dismissal, without prejudice, of her separately filed PAGA Action, leaving the proposed Class Action as the only remaining of the Actions.

2.10. On July 25, 2022, Plaintiffs filed the Second Amended Class Action Complaint that added a cause of action for failure to pay sick wages in violation of California Labor Code §§ 201-204, 210, 233, 246.

2.11. On August 8, 2022 Defendant filed an Answer to Plaintiffs' Second Amended proposed Class Action Complaint, asserting affirmative defenses.

2.12. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.13. On February 24, 2021, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq. a respected mediator of wage and hour representative and class actions. The matter did not settle at mediation, but the Parties continued to engage in settlement negotiations through the mediator and were ultimately able to agree to settle the Actions based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.14. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)

48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.15. The Court has not granted class certification, as the Parties settled the matter before Plaintiffs’ Motion for Class Certification was heard.
- 2.16. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.
- 2.17. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,000,000 and no more towards the Gross Settlement Amount and to separately pay applicable Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. Defendant has already paid \$73,025 for individual settlement agreements to Class Members, which will be credited towards the Gross Settlement Amount of \$1,073,025. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages. Defendant has no obligation to fund the Gross Settlement Amount (or any Employer Paid Taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make the following payments out of the Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements), in the amounts specified by the Court in the Final Approval:
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any

Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' requests for a Class Representative Service Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$357,675, and a Class Counsel Litigation Expenses Payment of not more than \$95,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and 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 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$30,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$30,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To Each Participating Background Class Member: A Background Check Class Payment paid out at a flat rate of \$50 per individual. Background Check Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms. Non-Participating Class Members will not receive any Background Check Class Payments, and the Administrator will retain amounts equal to their Background Check Class Payments

in the Net Settlement Amount for distribution to Participating Wage and Hour Class Members on a pro rata basis.

- (e) To Each Participating Wage and Hour Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Wage and Hour Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Wage and Hour Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.
- (f) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, and the Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Wage and Hour Class Members on a pro rata basis.
- (g) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there were 1,395 Wage and Hour_Class Members who collectively worked approximately 178,000 Workweeks or less; approximately 1,978 Background Check Class Members; and 1,062 Aggrieved Employees who worked approximately 55,059 PAGA Pay Periods. Defendant has represented that approximately 1,078 of the Class Members signed arbitration agreements; approximately 536 Class Members have entered into individual settlement agreements releasing all of the claims in this case.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements), and also fund the amounts necessary to fully pay Employer Paid Taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements), the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not

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

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) and funds all Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their respective employments Defendant and their compensation while so employed ("Plaintiffs' Release"). Plaintiffs' Release includes,

but is not limited to, all claims asserted in, arising from, or related to the Actions, as amended, including all claims that have been alleged or that could have been alleged in the Operative Complaint. Plaintiffs' Release includes all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; wages related to time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse business expenses; payment for all hours worked, including off-the-clock work and rounded work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; unlawful deductions and/or withholdings from wages; failure to keep accurate records; failure to provide employment records, unlawful background check disclosures; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, waiting-time penalties, statutory penalties and civil penalties; and attorneys' fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 201.8, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 432, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698, *et seq.*, 2699, *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 3203, 11070, 11090, 11100; California Code of Civil Procedure §§ 1021.5, 1785, *et seq.*, 1786, *et seq.*; the California common law of contract; the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"). Plaintiffs' Release also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; privacy claims of any type; and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. 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 agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

- 6.2. Release by Background Check Class Members. All Background Check Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the background check facts asserted in the Operative Complaint. The Released Background Check Class Claims include all claims for unlawful background check disclosures, and unlawful background check authorizations; all claims related to the Released Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, et seq., and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure §§ 1785, et seq. This release expressly excludes the release of claims not permitted by law. The Released Background Check Class Claims are limited to the Background Check Class Period.

- 6.3. Release by Wage and Hour Class Members. All Wage and Hour Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum wage, penalties, and waiting-time penalties; statutory penalties and civil

penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, *et seq.* This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Wage and Hour Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Wage And Hour Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Wage and Hour Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation. The Released Wage and Hour Class Claims are limited to the Wage and Hour Class Period.

6.4. Release by Aggrieved Employees Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; failure to provide payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and 2699, *et seq.*). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating and remitting Employee Paid Taxes to the state and federal tax authorities.
- 8.3. 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.
- 8.4. Notice to Class Members.
- (a) 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 PAGA Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class

Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) 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 Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) 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 the Response Deadline (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 his/her 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.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may 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 contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request 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 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements), 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 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the approximate Class size as set forth in paragraph 4.1 above. If the actual number of workweeks worked by the Wage and Hour Class Members through December 15, 2022 is ten percent (10%) greater than 175,000, Defendant will have the option to increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek or each additional Background Check Class Member or to cut off the Class Period as of the date that the number of workweeks in the Wage and Hour Class Period will not increase by more than 10%.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Wage and Hour Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement following a good faith meet and confer effort with Plaintiffs. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than

7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, 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(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such

time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. 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 and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the 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 Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Actions, 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 Parties' willingness to settle the Actions 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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the

Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.8. 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.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Richard J. Simmons
Derek R. Havel
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
E-Mail: Rsimmons@sheppardmullin.com
Dhavel@sheppardmullin.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than six months starting from the signing of the MOU until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the

Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Mar 23, 2023


Iris Astudillo (Mar 23, 2023 16:52 PDT)

Plaintiff Iris Astudillo

Dated: Mar 24, 2023

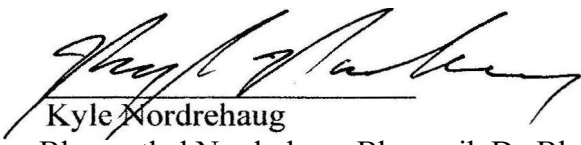

Crystal Delgado (Mar 24, 2023 14:51 PDT)

Plaintiff Crystal Delgado

Dated: _____

[name]
For Defendant Torrance Health Association, Inc.

Dated: 3/27/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Richard J. Simmons
Derek R. Havel
Attorney for Defendant

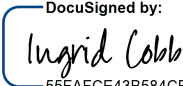
Actions and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Iris Astudillo

Dated: _____
Plaintiff Crystal Delgado

Dated: 3/27/2023

55FAFCE43B584CB
Ingrid Cobb [name]
For Defendant Torrance Health Association, Inc.

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 3/24/2023
/s/ Derek R. Havel
Richard J. Simmons
Derek R. Havel
Attorney for Defendant

EXHIBIT “A”

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

***Astudillo vs. Torrance Health Association, Inc., Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV18424***

***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.***

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Torrance Health Association, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Iris Astudillo and Crystal Delgado (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a nonexempt employee at any time during the Wage and Hour Class Period (May 11, 2016 through February 21, 2023) (“Wage and Hour Class Members”), (2) penalties and other relief on behalf of all individuals who executed Defendant’s background check disclosure form at any time during the Background Check Class Period (May 11, 2013 through February 21, 2023) (“Background Check Class Members”), and (3) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a nonexempt employee at any time during the PAGA Period (January 20, 2019 through February 21, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments and Background Check Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), your Background Check Class Payment is estimated to be <<\$_____>>, and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the 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, a Background Check Class Payment, and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims, Released Background Check Class Claims and PAGA Period penalty claims against Defendant as described below 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 a Background Check Class Payment, however you will preserve your right to personally pursue Class Period wage claims and background check claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant 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:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and/or a Background Check Class Payment, and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims and/or background check claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	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 a Background Check Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline	

is _____.	However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	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 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6 before Judge Elihu Berle. This hearing may change as explained below in Section 9. 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 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs Iris Astudillo and Crystal Delgado are former employees of Defendant. The Action accuse THA of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to

provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide wages when due, failing to make proper disclosures and to obtain proper authorizations and engaging in unfair competition. Plaintiffs also seek penalties under the Private Attorneys General Act.

Defendant denies that it has done anything wrong and disputes all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. 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 terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an “all in” amount of One Million Seventy-Three Thousand Twenty-Five Dollars (\$1,073,025) (the “Gross Settlement Amount”)** to fund the settlement of the Action. Defendant has already paid \$73,025 for individual settlement agreements to Class Members, which will be credited towards the Gross Settlement Amount and Defendant shall pay out the additional total sum of \$1,000,000 for settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments and Background Check Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within fourteen (14) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. “Final” means the date the Judgment is entered, unless there are objections in which case “Final” means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments and Background Check Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of

Individual Class Payments and Background Check Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$30,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$357,675, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$95,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 to each of the two named Plaintiffs as service awards, which is a combined total of \$20,000 for Class Representative Service Payments, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiffs’ claim under PAGA, \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any pay period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, which is January 20, 2019 through February 21, 2023.
- To Each Participating Background Class Member. A Background Check Class Payment paid out at a flat rate of \$50 per individual. Background Check Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms. Non-Participating Class Members will not receive any Background Check Class Payments.

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

consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, the Administration Expenses Payment, the Background Check Class Payments, and the \$73,025 already paid by Defendant are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks. "Workweek" means any week during the Wage and Hour Class Period in which a Class Member was employed by Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Wage and Hour Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Wage and Hour Class Member's Individual Class Payment is in settlement of claims for alleged statutory damages, expense reimbursement, non-taxable penalties, and interest due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued 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 funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

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 _____, 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. The Request for Exclusion should be a letter from a Class Member or his/her 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, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, _____ (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, 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.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties as follows:

- (1) Release by Wage and Hour Class Members.** All Wage and Hour Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum wage, penalties, and

waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, *et seq.* This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Wage and Hour Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Wage And Hour Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Wage and Hour Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation. The Released Wage and Hour Class Claims are limited to the Wage and Hour Class Period.

(2) Release by Background Check Class Members. All Background Check Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the background check facts asserted in the Operative Complaint. The Released Background Check Class Claims include all claims for unlawful background check disclosures, and unlawful background check authorizations; all claims related to the Released Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, *et seq.*, and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure §§ 1785, *et seq.* This release expressly excludes the release of claims not permitted by law. The Released Background Check Class Claims are limited to the Background Check Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; failure to

provide payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and 2699, *et seq.*). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates, alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Defendant's records reflect that you worked <<_____>> Workweeks during the Wage and Hour Class Period (May 11, 2016 through February 21, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (June 4, 2020 through August 5, 2022). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from

Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment and or Background Check Class Payment will be mailed automatically to the same address as this Class Notice.

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.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment or a Background Check Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties is \$20,000, of which \$5,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Astudillo v. Torrance Health Association* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Astudillo v. Torrance Health Association*, Case No. 20STCV18424. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. 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 Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for

_____, Class Counsel and 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 (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Astudillo v. Torrance Health Association* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV18424

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards 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 Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. 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, *Astudillo v. Torrance Health Association*, Case No. 20STCV18424, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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COUNSEL FOR DEFENDANT:

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Los Angeles, CA 90071-1422
Tel.: 213-620-1780

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 6 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Elihu Berle. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Astudillo v. Torrance Health Association*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV18424.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Astudillo v. Torrance Health Association* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Astudillo v. Torrance Health Association*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the

County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV18424. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT #2

~~[MODEL]~~ **CLASS ACTION, COLLECTIVE ACTION AND PAGA SETTLEMENT
AGREEMENT ~~AND CLASS NOTICE~~**

This Class Action, Collective Action and PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ (“Plaintiffplaintiffs Iris Astudillo and Crystal Delgado (“Plaintiffs”) and defendant ~~XYZ~~ (“XYZ”)-Torrance Health Association, Inc. (“Defendant”). The Agreement refers to ~~PlaintiffPlaintiffs~~ and ~~XYZDefendant~~ collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS -

1.1. ~~“Action”~~ “Actions” means the ~~Plaintiff’s~~ Plaintiffs’ lawsuit alleging wage and hour violations against ~~XYZDefendant~~ captioned Iris Astudillo, et al. vs. Torrance Health Association, Inc., Case No. 20STCV18424, initiated on May 11, 2020 and pending in Superior Court of the State of California, County of Los Angeles and Plaintiff Astudillo’s lawsuit alleging PAGA violations against Defendant Iris Astudillo, et al. vs. Torrance Health Association, Inc., Case No. 20TRCV00721, initiated on October 07, 2020.

1.2. “Administrator” means ~~_____~~ Phoenix Class Action Administration Solutions, 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 (minus amounts already paid pursuant to the individual settlement agreements) to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved ~~Employee~~ Employees” means ~~[e.g., a person]~~ all individuals who were employed by XYZDefendant in California and classified as a _____ who worked for XYZ nonexempt employee at any time during the PAGA Period].

1.5. ~~“Background Check Class”~~ means ~~[define class e.g., all persons employed by XYZ in California and classified as _____]~~ all individuals who worked for XYZexecuted Defendant’s background check disclosure form at any time during the Background Check Class Period].

~~1.1. “Class Counsel” means _____.~~

1.6. “Background Check Class Member” means a member of the Background Check Class.

1.7. “Background Check Class Payment” means the payment to Participating Background Class Members paid out at a flat rate of \$50 per individual.

1.8. “Background Check Class Period” means the period of time from May 11, 2013 through February 21, 2023.

1.9. “Class” and “Classes” collectively means the Wage and Hour Class and the Background Check Class.

1.10. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.6.1.11. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to be paid to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action and as approved by the Court, to compensate Class Counsel for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Actions.

1.7.1.12. “Class Data” means Class Member-identifying information in XYZ’s for Class Members in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, , and number of Class Period Workweeks and PAGA Pay Periods, email address (if known and available to Defendant), number of Workweeks and PAGA Pay Periods (for the Wage and Hour Class), identification of whether the individual is in the Wage and Hour Class and/or the Background Check Class and information regarding whether the individual signed a settlement agreement.

1.8.1.13. “Class Member” or “Settlement Class Member” collectively means a member of the Wage and Hour Class or the Background Check Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.9.1.14. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.10.1.15. “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 [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

~~1.2.~~ “Class Period” means the period from _____ to _____.”^{##}

~~1.16.~~ “~~Class Representative~~“Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

~~1.11.~~~~1.17.~~ “Class Representatives” means the named ~~Plaintiff in the operative complaint~~Plaintiffs in the ~~Action~~Operative Complaint in the Actions seeking Court approval to serve as a-Class ~~Representative~~Representatives.

~~1.12.~~~~1.18.~~ “Class Representative Service ~~Payment~~Payments” means the payment to the Class ~~Representative~~Representatives to compensate them for initiating the ~~Action~~ and providing servicesActions, performing work in support of the ~~Action~~.Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.

~~1.13.~~~~1.19.~~ “Court” means the Superior Court of California, County of Los Angeles.

~~1.14.~~~~1.20.~~ “~~XYZ~~” means named-Defendant” means Torrance Health Association, Inc.

~~1.15.~~~~1.21.~~ “Defense Counsel” means Richard J. Simmons, Derek R. Havel, Ryan K. Krueger, and Elyssa M. Sternberg of Sheppard Mullin, Richter & Hampton LLP.

~~1.16.~~~~1.22.~~ “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

~~1.23.~~ “Employee Paid Taxes” means taxes withheld from the wage portion of the Net Settlement Amount, paid out as Individual Class Payments, including but not limited to Federal Insurance Contributions Act payments, federal income tax, state disability insurance, and state income tax payments.

~~1.24.~~ “Employer Paid Taxes” means taxes paid by the employer based on the wage portion of the Net Settlement Amount, paid out as Individual Class Payments, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.

~~1.17.~~~~1.25.~~ “Final Approval” means the Court’s order granting final approval of the Settlement.

~~1.18.~~~~1.26.~~ “Final Approval Hearing” means the Court’s hearing on the Motion for Final

Approval of the Settlement.

~~1.19.~~1.27. “Final Judgment” means the Judgment Entered by the Court upon ~~Granting~~Granted Final Approval of the Settlement.

~~1.20.~~1.28. “Gross Settlement Amount” means \$~~_____~~One Million Seventy-Three Thousand Twenty-Five Dollars (\$1,073,025). Defendant has already paid \$73,025 for individual settlement agreements to Class Members, which will be credited towards the Gross Settlement Amount. Defendant shall pay out the additional total sum of \$1,000,000 for settlement of the Actions, which is the total amount ~~XYZ~~Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) will be used to pay Individual Class Payments, Individual PAGA Payments, Background Check Class Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment~~and,~~ the Administrator’s Expenses~~.,~~ all interest payments, and all applicable Employee Paid Taxes. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and no claim forms required.

~~1.21.~~1.29. “Individual Class Payment” means the Participating Wage and Hour Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.22.~~1.30. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

~~1.23.~~1.31. “Judgment” means the judgment entered by the Court based upon~~the~~ Final Approval.

~~1.24.~~1.32. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.25.~~1.33. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.26.~~1.34. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, ~~and~~the Administration Expenses Payment–, Background Check Class Payments, and the \$73,025 already paid by Defendant. The remainder is to be paid to Participating Class Members as Individual Class Payments.

~~1.27.~~1.35. “Non-Participating Class Member” means ~~any~~a Class Member who opts out of the Class Settlement by ~~sending the Administrators~~submitting a valid and timely

Request for Exclusion- to the Administrator. Class Members who qualify as Aggrieved Employees cannot opt out of the PAGA Settlement

~~1.36.~~ “Operative Complaint” means the Second Amended Complaint in *Iris Astudillo, et al. vs. Torrance Health Association, Inc.*, Case No. 20STCV18424, initiated on May 11, 2020.

~~1.28.~~ 1.37. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~ Defendant for at least one day during the PAGA Period.

~~1.29.~~ 1.38. “PAGA Period” means the period of time from _____ to _____.ⁱⁱⁱ January 20, 2019 through February 21, 2023.

~~1.30.~~ 1.39. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.31.~~ 1.40. “PAGA Notice” means ~~Plaintiff’s _____ the Plaintiff Iris Astudillo’s January 20, 2020 letter to XYZ and the LWDA [and Plaintiff’s _____ letter to XYZ~~ Defendant and the LWDA] providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.32.~~ 1.41. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, (\$20,000), allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.

(_____) and the 75% to LWDA (_____) in settlement of PAGA claims.

~~1.33.~~1.42. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion ~~from the Settlement.~~

~~1.34.~~1.43. “~~Plaintiff~~Plaintiffs” means Iris Astudillo and Crystal Delgado, the named ~~plaintiff~~plaintiffs in the ~~Action~~Actions.

~~1.35.~~1.44. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

~~1.3.~~ “~~Preliminary Approval Order~~” means the ~~proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

1.45. “Released Class Claims” shall collectively mean the Released Class Background Check Claims and the Released Wage and Hour Class Claims.

~~1.36.~~1.46. “Released Background Check Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.47. “Released Wage and Hour Class Claims” means the claims being released as described in Paragraph 6.3 below.

~~1.37.~~1.48. “Released PAGA Claims” means the claims being released as described in Paragraph 6.~~24~~ below.

~~1.38.~~1.49. “Released Parties” means: ~~XYZ~~collectively, Defendant and each of its ~~former and past~~, present and future agents, employees, servants, officers, directors, officers, ~~partners, trustees, representatives,~~ shareholders, owners, [members], stockholders, attorneys, insurers, — parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, assigns [subsidiaries] [insurers, consultants, joint venturers, joint employers, temporary staffing agencies, affiliates], alter-egos, vendors, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

~~1.39.~~1.50. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.40.~~1.51. “~~Response Deadline~~” means ~~[e.g., sixty (60)]~~ calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) ~~fax, email, or mail~~submit Requests for Exclusion from the Settlement, or (b) ~~fax, email, or mail~~submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

~~1.41.~~1.52. “Settlement” means the disposition of the ~~Action~~effected Actions and all related

claims effectuated by this Agreement and the Judgment.

1.53. Wage and Hour Class” means all individuals who are or previously were employed by Defendant in California and classified as a nonexempt employee at any time during the Wage and Hour Class Period.

1.54. “Wage and Hour Class Member” means a member of the Wage and Hour Class.

1.55. “Wage and Hour Class Period” means the period of time from May 11, 2016 through February 21, 2023.

~~1.42.~~1.56. “Workweek” means any week during the Class Period in which a Class Member worked for XYZ Defendant as a Class Member for at least one day, during the Class Period.^{iv}

2. RECITALS

The Class Action

2.1. On May 11, 2020, Plaintiff commenced this Astudillo filed a proposed Class Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV18424. Plaintiff Astudillo’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to make proper disclosures in violation of 15 U.S.C. §§ 1681, et

seq.;

(j) Failed to obtain proper authorizations in violation of 15 U.S.C. §§ 1681, et seq.;

(k) Failed to make proper disclosures in violation of California Civil Code §§ 1786, et seq.; and,

(l) Failure to obtain proper disclosures in violation of California Civil Code §§ 1785, et seq.

2.2. On August 18, 2020, Defendant filed an Answer to Plaintiff Astudillo's Class Action Complaint, asserting affirmative defenses.

The PAGA Action

2.3. Pursuant to Labor Code section 2699.3, subd. (alleging causes), on January 20, 2020 Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On October 7, 2020, Plaintiff Astudillo filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20TRCV00721. Plaintiff Astudillo's Representative Action Complaint asserted one cause of action against XYZ for _____. [The Complaint is the operative complaint in the Action (the "Operative Complaint.")] [On _____, Plaintiff filed a [e.g., Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802.

2.5. On December 17, 2020, Defendant filed an Answer to Plaintiff Astudillo's Representative Action Complaint, asserting affirmative defenses.

First Amended Complaint ~~alleging causes of action against XYZ for _____. The [e.g.,~~ **and Second Amended Complaint**

~~2.1-2.6. On February 7, 2022, the Parties filed a Stipulation and Proposed Order to File a First Amended] Class Action Complaint is, which the operative complaint in the Action (the "Operative Court granted.~~

Complaint.”)] XYZ

2.7. On February 23, 2022, Plaintiffs filed a First Amended Class Action Complaint, which added Plaintiff Delgado as a named plaintiff, and added the PAGA allegations that were pending in Plaintiff Astudillo’s Separate PAGA Action, effectively consolidating the two matters.

2.8. On March 14, 2022, Defendant filed an Answer to Plaintiffs’ First Amended Class Action Complaint, asserting affirmative defenses.

2.9. On March 15, 2022, Plaintiff Astudillo filed a request for dismissal, without prejudice, of her separately filed PAGA Action, leaving the proposed Class Action as the only remaining of the Actions.

2.10. On July 25, 2022, Plaintiffs filed the Second Amended Class Action Complaint that added a cause of action for failure to pay sick wages in violation of California Labor Code §§ 201-204, 210, 233, 246.

2.11. On August 8, 2022 Defendant filed an Answer to Plaintiffs’ Second Amended proposed Class Action Complaint, asserting affirmative defenses.

~~2.2.~~2.12. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.

2.13. On February 24, 2021, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq. a respected mediator of wage and hour representative and class actions. The matter did not settle at mediation, but the Parties continued to engage in settlement negotiations through the mediator and were ultimately able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

1.4. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’~~Pursuant to Labor Code section 2699.3, subd. (a),~~ Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.

1.5. On _____ (type in additional dates) _____, [the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action (describe alternative means of negotiation). _____ (describe alternative means of negotiation) _____]

1.6. _____ Prior to ☐ mediation ☐ negotiating the Settlement, Plaintiff obtained, through

~~2.3.~~2.14. ☐ formal ☐ informal discovery, _____ (docum ents; testimony and information obtained). Plaintiff’s investigation was sufficient to satisfy the criteria for court approval

set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.4.2.15. The Court ~~□ has □~~ has not granted class certification, as the Parties settled the matter before Plaintiffs’ Motion for Class Certification was heard.

(insert details as needed)

2.16. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

2.5.2.17. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS:

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, ~~XYZ~~ Defendant promises to pay \$—\$1,000,000 and no more ~~astowards~~ the Gross Settlement Amount ~~and to separately pay any and all employer payroll taxes owed applicable Employer Paid Taxes required by law on the Wage Portions wage portions of the Individual Class Payments.] XYZ.~~ Defendant has already paid \$73,025 for individual settlement agreements to Class Members, which will be credited towards the Gross Settlement Amount of \$1,073,025. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages. Defendant has no obligation to ~~payfund~~ the Gross Settlement Amount (or any ~~payroll taxes~~ Employer Paid Taxes) prior to the deadline stated in Paragraph ~~6.14.3~~ of this Agreement.*. The Administrator will disburse the entire Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) 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 ~~XYZ~~ Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make ~~and deduct~~ the following payments ~~from out of~~ the Gross Settlement Amount; (minus amounts already paid pursuant to the individual settlement agreements), in the amounts specified by the Court in the Final Approval:

3.2.1. ~~_____~~ To Plaintiff Plaintiffs: Class Representative Service ~~Payment~~ Payments to the Class ~~Representative~~ Representatives of not more than \$_____10,000 each (in addition to any Individual Class Payment ~~and~~ any Individual PAGA

Payment] the Class Representative is

- (a) Representatives are entitled to receive as ~~a—Participating Class Member~~~~XYZMembers~~). Defendant will not oppose ~~Plaintiff's request~~Plaintiffs' requests for a Class Representative Service ~~Payment~~Payments that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, ~~Plaintiff~~Plaintiffs will seek Court approval for any Class Representative Service Payments no later than ~~{16 court}~~ days prior to the Final Approval Hearing. If the Court approves ~~a—Class Representative Service Payment~~Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service ~~Payment~~Payments using IRS Form 1099. ~~Plaintiff assumes~~Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service ~~Payment~~Payments.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than ~~%one-third (1/3) of the Gross Settlement Amount~~, which is currently estimated to be \$~~357,675~~, and a Class Counsel Litigation Expenses Payment of not more than \$~~95,000~~. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. ~~Plaintiff~~Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and 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 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other ~~Plaintiff's~~Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZDefendant~~ harmless, and indemnifies ~~XYZDefendant~~, from any dispute or controversy regarding any division or sharing of any of these ~~Payments~~payments.

~~3.2.2.~~ To the Administrator: An ~~Administrator~~Administration Expenses Payment not to exceed

- (c) ~~\$— \$30,000~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses ~~are~~Payment is less or the Court approves payment less than \$~~30,000~~, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

~~(d) To Each Participating Class Member~~To Each Participating Background Class Member: A Background Check Class Payment paid out at a flat rate of \$50 per individual. Background Check Class Payments are 100% for penalties and interest, which are not subject to wage withholdings and will be reported on IRS 1099 Forms. Non-Participating Class Members will not receive any Background Check Class Payments, and the Administrator will retain amounts equal to their

Background Check Class Payments in the Net Settlement Amount for distribution to Participating Wage and Hour Class Members on a pro rata basis.

~~(d)~~(e) To Each Participating Wage and Hour Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Wage and Hour Class Members during the Class Period and (b) multiplying the result by each Participating Wage and Hour Class Member's Workweeks.

~~(b) multiplying the result by each Participating Class Member's Workweeks.~~

- i. Tax Allocation of Individual Class Payments. %~~—20%~~ of each Participating Wage and Hour 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. ~~The 80% of each Participating Wage and Hour Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.~~

~~%_____ of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the~~

~~“Non-Wage Portion”).ⁱⁱⁱ The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.~~

~~(e)~~(f) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. ~~The, and the~~ Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Wage and Hour Class Members on a pro rata basis.

~~3.2.3.~~ To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% ~~(f)~~(g) (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$ ~~_____~~ (\$5,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING ~~AND PAYMENTS.~~

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records ~~to date, XYZ, Defendant~~ estimates there ~~are _____~~ were 1,395 Wage and Hour Class Members who collectively worked a total of _____ approximately 178,000 Workweeks, and _____ of or less; approximately 1,978 Background Check Class Members; and 1,062 Aggrieved Employees who worked a total _____ of approximately 55,059 PAGA Pay Periods. Defendant has represented that approximately 1,078 of the Class Members signed arbitration agreements; approximately 536 Class Members have entered into individual settlement agreements releasing all of the claims in this case.

4.2. Class Data. Not later than ~~[e.g., 15]~~ days after the Court grants Preliminary Approval of the Settlement, ~~XYZ Defendant~~ will ~~simultaneously~~ deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ Defendant~~ has a continuing duty to immediately notify Class Counsel if it discovers that the Class

Data omitted ~~class member~~Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ~~XYZ~~Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount; ~~(minus amounts already paid pursuant to the individual settlement agreements)~~, and also fund the amounts necessary to fully pay ~~XYZ's share of payroll taxes~~Employer Paid Taxes by transmitting the funds to the Administrator no later than ~~{14}~~ days after the Effective Date.

~~5. Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

~~4.4.5.1.~~ Within ~~{14}~~ days after ~~XYZ~~Defendant funds the Gross Settlement Amount; ~~(minus amounts already paid pursuant to the individual settlement agreements)~~, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. ~~Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.~~

~~4.5.5.2.~~ The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date (not less than", which is 180 days after the date of mailing), when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual ~~Settlement~~Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment with Employee Paid Taxes withheld and the Individual PAGA Payment. Before mailing any checks, the ~~Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database.

~~4.6.5.3.~~ The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within ~~{7}~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through

the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

~~4.7.5.4.~~ For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~[to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).]~~ ~~[or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")]~~. ~~The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~ (b).

~~4.8.5.5.~~ The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ~~XYZ~~Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5.6. RELEASES/RELEASE OF CLAIMS. Effective on the date when ~~XYZ~~Defendant fully funds the entire Gross Settlement Amount (minus amounts already paid pursuant to the individual settlement agreements) and funds all ~~employer payroll taxes~~Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff,~~Plaintiffs, ~~Participating~~ Class Members, Aggrieved Employees and ~~Class Counsel~~the LWDA will release claims against all Released Parties as follows:

~~5.1.6.1.~~ Plaintiffs' ~~Plaintiffs'~~ Release. ~~Plaintiff~~ Plaintiffs and ~~his or her~~their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all known and unknown claims, transactions, or occurrences ~~[that occurred during the Class Period]~~, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including; but not limited to: ~~(a) claims arising from or related to their respective employments Defendant and their compensation while so employed ("Plaintiffs' Release").~~ Plaintiffs' Release includes, but is not limited to, all claims asserted in, arising from, or related to the Actions, as amended, including all claims that have been alleged or that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during. Plaintiffs' Release includes all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the Action and released under calculation of the regular rate of pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; wages related to time rounding and timekeeping; non-compliant (e.g., missed,

short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse business expenses; payment for all hours worked, including off-the-clock work and rounded work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; unlawful deductions and/or withholdings from wages; failure to keep accurate records; failure to provide employment records, unlawful background check disclosures; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, waiting-time penalties, statutory penalties and civil penalties; and attorneys' fees and costs. Plaintiffs' Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 201.8, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, below]. ("Plaintiffs' Release.") Plaintiffs' Release 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 432, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698, *et seq.*, 2699, *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 3203, 11070, 11090, 11100; California Code of Civil Procedure §§ 1021.5, 1785, *et seq.*, 1786, *et seq.*; the California common law of contract; the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"). Plaintiffs' Release also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; privacy claims of any type; and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff acknowledges~~ Plaintiffs acknowledge that ~~Plaintiff~~ Plaintiffs may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~ Plaintiffs now ~~knows~~ know or ~~believes~~ believe to be true but agrees, nonetheless, that ~~Plaintiff's~~ Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~ Plaintiffs' discovery of them.

- (a) ~~6.1.1~~ ~~Plaintiff's~~ Plaintiffs' Waiver of Rights Under ~~California~~ Civil Code Section 1542. For purposes of ~~Plaintiff's~~ Plaintiffs' Release, ~~Plaintiff~~ Plaintiffs expressly ~~waives~~ waive and ~~relinquishes~~ relinquish the provisions,

rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2. Release by ~~Participating Background Check~~ Class Members ~~Who Are Not Aggrieved Employees~~. All ~~Participating Background Check~~ Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i)~~ all claims that were alleged, or reasonably could have been alleged, based on the background check facts asserted in the Operative Complaint. The Released Background Check Class Claims include all claims for unlawful background check disclosures, and unlawful background check authorizations; all claims related to the Released Background Check Class Claims arising under violation of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Investigative Consumer Reporting Agencies Act, California Code of Civil Procedure §§ 1786, et seq., and the Consumer Credit Reporting Agencies Act, California Code of Civil Procedure §§1785, et seq. This release expressly excludes the release of claims not permitted by law. The Released Background Check Class Claims are limited to the Background Check Class Period.

~~5.2.6.3. Release by Wage and Hour Class Members. All Wage and Hour Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint [and ascertained in the course of the Action] [, including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.] wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; noncompliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices; recordkeeping penalties, wage statement penalties, minimum wage, penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys’ fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Wage and Hour~~

Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Wage And Hour Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in Section 6.3 of this Agreement, Participating Wage and Hour Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the. The Released Wage and Hour Class Claims are limited to the Wage and Hour Class Period.

~~5.3.6.4. Release by Non-Participating Class Members Who Are Aggrieved Employees Claims. All Aggrieved Employees; All Non-Participating Class Members who are Aggrieved Employees and the LWDA~~ are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the ~~PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.] facts stated in the Operative Complaint and the PAGA Notice, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; failure to provide payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699, et seq.). Aggrieved Employees' Released PAGA Claims are limited to the PAGA Period.~~

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

~~6.1.7.1. XYZ’s Declaration in Support of Preliminary Approval. Defendant’s Responsibilities.~~ Within 14 days of the full execution of this Agreement, ~~XYZ Defendant~~ will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ and Defense Counsel~~ disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator ~~and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the~~

Settlement.

6.2.7.2. Plaintiff's Responsibilities. ~~Plaintiff~~ Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of 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/or the proposed Cy Pres];~~; and the nature and extent of any financial relationship with ~~Plaintiff~~ Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from ~~Plaintiff~~ Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[and/or] the Administrator [and/or the proposed Cy Pres];~~; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, ~~the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement and/or the Administrator.~~

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

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

7.8. SETTLEMENT ADMINISTRATION.

7.4.8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2.8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating ~~payroll tax withholdings and providing reports~~ and remitting Employee Paid Taxes to the state and federal tax authorities.

7.3.8.3. 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.

7.4.8.4. Notice to Class Members.

- (a) 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, ~~PAGA Members~~ Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than ~~{14}~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice ~~{with Spanish translation, if applicable}~~ substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than ~~{3}~~ business 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send

Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) 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~~Response Deadline 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.
- (e) If the Administrator, ~~XYZ~~the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~{14} days after~~14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

7.5.8.5. Requests for Exclusion (Opt-Outs).

- (a) 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~~Response Deadline (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 his/her 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.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of ~~this~~the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

7.6.8.6. Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60] days after~~until the ~~Administrator mails the Class Notice~~Response Deadline (plus an additional [14] days for Class Members whose Class Notice is re-mailed) to challenge

the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may 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 contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

7.7.8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60} days after the Administrator's mailing of the Class Notice~~ Response Deadline (plus an additional ~~{14}~~ days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

7.8.8.8. 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.

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

(b) ~~Requests~~Request for Exclusion (~~Opt-outs~~Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~{5}~~7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~(c) 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~

~~(e)~~(d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~(d)~~(a) 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

(e) Administrator’s Declaration. Not later than ~~{14}~~7 days before the date by which ~~Plaintiff is~~Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

(f) Final Report by ~~Settlement~~—Administrator. Within ~~{10}~~ days after the Administrator disburses all funds ~~in of~~ the Gross Settlement Amount, (minus amounts already paid pursuant to the individual settlement agreements), 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~~7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

~~6. CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE]~~ Based on its records, XYZ estimates that, as of the date of this Settlement Agreement, (1) there are _____ Class Mem

~~9. XYZ'S CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.~~ Based on its records, Defendant provided figures as to the approximate Class size as set forth in paragraph 4.1 above. If the actual number of workweeks worked by the Wage and Hour Class Members through December 15, 2022 is ten percent (10%) greater than 175,000, Defendant will have the option to increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek or each additional Background Check Class Member or to cut off the Class Period as of the date that the number of workweeks in the Wage and Hour Class Period will not increase by more than 10%.

~~8.10. DEFENDANT'S RIGHT TO WITHDRAW.~~ If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~%~~ 5% of the total of all Wage and Hour Class Members, XYZ Defendant may, but is not obligated, elect to withdraw from the Settlement ~~following a good faith meet and confer effort with Plaintiffs.~~ The Parties agree that, if XYZ Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ Defendant will remain responsible for paying all Settlement Administration Expenses incurred ~~to that point.~~ XYZ as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ~~[seven]~~ 7 days after the Administrator sends the final Exclusion List to Defense Counsel; ~~late elections.~~ Invalid Requests for Exclusion will have no effect on this threshold for an election.

~~9.11. MOTION FOR FINAL APPROVAL.~~ ~~Not~~ Unless otherwise ordered by the Court, not later than ~~[16]~~ court days before the calendared Final Approval Hearing, ~~Plaintiff~~ 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, ~~subd. (1),~~ a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ~~[seven]~~ 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer ~~in person or by telephone,~~ and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

~~9.1.11.1. 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 ~~that [five]~~ than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

~~9.2.11.2. Duty to Cooperate.~~ If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for ~~the~~ Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or

~~Administrator~~Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~9.3.11.3.~~ Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, ~~Action~~Actions, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~9.4.11.4.~~ Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

~~9.5.11.5.~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on ~~a 50-50~~an equal basis, any additional Administration Expenses reasonably incurred ~~after~~at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~10.12.~~ **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 and a proposed amended judgment.

~~11.13.~~ **ADDITIONAL PROVISIONS:**

~~11.1.13.1.~~ 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 ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by ~~Plaintiff~~Plaintiffs that ~~XYZ's~~Defendant's defenses in the ~~Action~~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, ~~XYZ pursuant to this Agreement, Defendant~~ reserves the right to contest certification of any class for any reasons, and ~~XYZ~~ Defendant reserves all available defenses to the claims in the ~~Action~~ Actions, and ~~Plaintiff reserves~~ Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~ Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the ~~Action~~ Actions 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).

11.2.13.2. Confidentiality Prior to Preliminary Approval. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~ Plaintiffs, Class Counsel, ~~XYZ~~ Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3.13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.

11.4.13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5.13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~ Plaintiffs and ~~XYZ~~ 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.

~~11.6.~~13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~11.7.~~13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~11.8.~~13.8. No Tax Advice. Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~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.

~~11.9.~~13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

~~11.10.~~13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.11.~~13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

~~11.12.~~13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

~~11.13.~~13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during ~~Action~~the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~11.14.~~13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide

a Declaration confirming the final pay out of all Settlement funds, ~~Plaintiff~~Plaintiffs shall destroy, all paper and electronic versions of Class Data received from ~~XYZ~~ ~~unless, prior to the Court's discharge of the Administrator's obligation, XYZ makes a written request to Class Counsel for the return, rather than the destructions, of Class Data~~Defendant.

~~11.15.~~13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~11.16.~~13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17.~~13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

~~To Plaintiff:~~

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To ~~XYZ~~:Defendant:

Richard J. Simmons
Derek R. Havel
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
E-Mail: Rsimmons@sheppardmullin.com
Dhavel@sheppardmullin.com

~~11.18.~~13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19.~~13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for ~~the entire period of this settlement process~~a period of not less than six months starting from the signing of the MOU until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

_____	_____
_____ For Plaintiff	_____ For XYZ
_____	_____
_____ Counsel For Plaintiff	_____ Counsel For XYZ

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

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

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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. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior 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 #4

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:

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WRITERS EXT:

1004

January 20, 2020

CA2029

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Torrance Health Association, Inc.
Certified Mail # 70192280000189178342
William Larson
3330 Lomita Blvd.
Torrance, CA 90505

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Torrance Health Association, Inc. in California and classified as non-exempt employees during the time period of January 20, 2019 until a date as determined by the Court. Our offices represent Plaintiff Iris Astudillo (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Torrance Health Association, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from May of 2019 to October of 2019 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #5

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

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

11 Attorneys for Plaintiffs

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

12 IRIS ASTUDILLO, an individual, CRYSTAL
13 DELGADO, an individual, on behalf of herself
14 and all others similarly situated,

15 Plaintiff,

16 vs.

17 TORRANCE HEALTH ASSOCIATION,
18 INC., a California Corporation; and DOES 1
19 through 50, inclusive,

20 Defendants.

CASE NO.: 20STCV18424

**DECLARATION OF JODEY LAWRENCE
OF PHOENIX SETTLEMENT
ADMINISTRATION IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: May 25, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. Elihu M. Berle
Dept: SS-6

Date Filed: May 11, 2020
Trial Date: Not yet set

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8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- Phoenix's Business Continuity Policy;
- Phoenix's Disaster Recovery Plan;
- Phoenix's Incident Response Plan;
- Phoenix's Personal Computer Security Policy;
- Phoenix's Data Archiving and Retention Policy;

DECLARATION OF JODEY LAWRENCE

- f. Phoenix's Personnel Security Policy;
- g. Phoenix's Risk Assessment;
- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, in addition to, a separate data breach policy.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, the Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within three (3) calendar days of receipt of the returned Class Notice, by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

13. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

14. Phoenix's costs are reasonable and competitive when compared to the industry.

15. To complete the administration for *Iris Astudillo, Crystal Delgado v. Torrance Health Association, In.*, case, Phoenix will include hard cost and hourly costs detailed below:

- **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remailing, and Translation costs.

- **Hourly Cost:** The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will not Exceed quote of \$25,000 is attached hereto as **Exhibit B.**

I declare under the penalty of perjury under the laws of the United States and California the foregoing is true and correct. Executed on April 27, 2023 at Orange, California.


Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Class Members	2,600
Opt Out Rate	1%
Opt Outs Received	26
Total Class Claimants	2,574
Subtotal Admin Only	\$25,000.00

Not-to-Exceed Total \$25,000.00

For 2600 Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

January 20, 2023

Case: Torrance Health Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kyle Nordrehaug

Firm: Blumenthal Nordrehaug Bhowmik De Blouw LLP

Contact Number: (858) 367-9913

Email: kyle@bamlawca.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 2600 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$135.36	1	\$135.36
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$375.00	1	\$375.00
Total			\$1,142.36

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	3	\$300.00
Data Merge & Duplication Scrub	\$0.15	2,600	\$390.00
Notice Packet & Opt-Out Form	\$1.50	2,600	\$3,900.00
Estimated Postage (up to 2 oz.)*	\$0.84	2,600	\$2,184.00
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$8,024.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	520	\$1,040.00
Remail Notice Packets	\$1.50	520	\$780.00
Estimated Postage	\$0.84	520	\$436.80
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$2,466.80

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	3	\$405.00
Opt-Out Processing Mail/Fax/Email	\$200.00	1	\$200.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$1,025.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.75	2,574	\$4,504.50
Estimated Postage	\$0.61	2,574	\$1,570.14
Total			\$7,994.64

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	4	\$540.00
Remail Undeliverable Checks (Postage Included)	\$1.50	515	\$772.20
Case Associate	\$60.00	3	\$180.00
Reconcile Uncashed Checks	\$85.00	4	\$340.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$100.00	2	\$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,650.00	1	\$1,650.00
Check to Cy-Pres	\$150.00	1	Included
Uncashed Checks to the State of California Controllers Office Estimated <u>9</u> Total Class Members	\$295.00	1	\$295.00
Total			\$4,347.20

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$25,000.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT #6

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2. The Parties selected Phoenix Class Action Administration Solutions as the third-party administrator for the settlement in this matter. Neither **Sheppard, Mullin, Richter & Hampton LLP** nor Defendant have any actual or potential conflicts of interest with the **Phoenix Class Action Administration Solutions**.

ELYSSA M. STERNBERG