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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

SHANNON HEUKLOM, MICHAEL BURRIS,
ROSEMARIE BERSABE, JANICE
CAHAMBING, CASSANDRA COLEMAN,
LAUREN POPPEN, NICOLE MARIE
SACHKAR, KELSEY ADAMS, ERIC
SEVERIANO and JONATHAN RUSHING, on
behalf of the State of California, as private
attorney generals,

Plaintiff,

v.

CLARA MEDICAL GROUP, P.C., a
California Professional Corporation; and
GOFORWARD, INC., a Corporation; and
DOES 2 through 50, inclusive,

Defendants.

Lead Case No. **CGC-20-587942**
[Consolidated with Case No.: CGC-21-591081]

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION TO APPROVE PAGA
SETTLEMENT**

Hearing Date: March 16, 2022
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept.: 302

Date Action Filed: November 4, 2020
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiffs Shannon Heuklom, Michael Burris, Eric Severiano,
4 Jonathan Rushing, Cassie Coleman, Janice Cahambing, Rosemarie Bersabe, Lauren Poppen,
5 Nicole Marie Sachkar and Kelsey Adams (“Plaintiffs”). As such, I am fully familiar with the
6 facts, pleadings and history of this matter. I am submitting this declaration in support of the
7 Plaintiffs’ Motion to Approve PAGA Settlement in this matter. The following facts are
8 within my own personal knowledge, and if called as a witness, I could and would testify
9 competently to the matters stated herein.

10 2. A true and correct copy of the fully executed Settlement Agreement
11 (“Settlement Agreement”) with Defendants Clara Medical Group, P.C. and GoForward, Inc.
12 (“Defendants”) is attached as Exhibit #1. A proposed order approving the PAGA settlement
13 is submitted herewith.

14 3. The Parties agreed to mediate with Jeffrey Ross. Prior to the mediation, in
15 order to evaluate the potential value of the claims, the Parties engaged in significant efforts
16 to obtain the facts regarding the claims asserted, including the exchange of detailed statistical
17 data regarding shifts worked by Plaintiffs and the Aggrieved Employees, the production of
18 hundreds of pages of documents, and the exchange of detailed briefing and analysis in
19 connection with the mediation. Defendants offer medical services to subscribers who pay a
20 monthly fee. Instead of insurance and a co-pay, Defendants, among other things, offer
21 unlimited access to their medical staff, baseline screening, blood and genetic testing,
22 wellness and nutrition counseling and ongoing monitoring from wearable sensors. Plaintiffs’
23 theory of PAGA liability as argued at mediation alleged that Defendants misclassified
24 workers known as Nurse Practitioners and Care Coordinators as independent contractors.
25 Plaintiffs allege Defendants are not simply a technology platform– they are a controlling,
26 overseer boss and employer that uses technology to control and micromanage every aspect of
27 the work of the Care Coordinators and Nurse Practitioners who are Defendants’ employees
28 and who generate Defendants’ revenue. Plaintiffs allege that Defendants heavily control the

1 manner and means by which Care Coordinators and Nurse Practitioners perform their jobs
2 from home and how they are to communicate with Defendants and other workers. Plaintiffs’
3 position is that the workers here are not engaged in an independently established business.
4 They lack business autonomy, they do not run their own business, and cannot accept work
5 requests or provide these services to Defendants’ members without strict adherence to
6 Defendants’ policies, practices and procedures. As such, these workers should have been
7 classified as employees for purposes of the Labor Code and applicable wage order. Due to
8 Defendants’ alleged misclassification, Defendants did not: pay minimum and overtime
9 wages; provide meal and rest periods; reimburse workers for business expenses (eg. cell
10 phone and home office expenses); provide accurate itemized wage statements; and timely
11 pay all wages due during and upon separation of employment. On September 16, 2021, the
12 Parties engaged in an all-day mediation session before Mediator Ross, a respected and
13 experienced mediator knowledgeable of both the wage and hour laws and the representative
14 claims at issue in this action. Through arms-length negotiations with the assistance of the
15 mediator, the Parties reached an agreement to settle the PAGA claims in this action which
16 led to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
17 settlement was negotiated in light of all known facts and circumstances and the uncertainty
18 associated with litigation – including the risk of Plaintiffs not being able to maintain
19 representative claims, the difficulty of proving Plaintiffs’ claims in a manageable trial, the
20 merits of Defendants’ potential defenses, and the significant delay and potential appellate
21 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with

22
23 ¹ In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle
24 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements.
25 (Settlement Agreement at §III(6)(b).) The individual claims were not at issue in this action and exist
26 independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal.,*
27 *Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an aggrieved
28 employee of standing, as the state’s authorized representative, to pursue PAGA remedies” nor
resolve the PAGA claims.). If the Court requires the Parties to submit the terms of the Individual
Settlements Agreements to obtain approval of the PAGA settlement, the Parties agree that the terms
of the Individual Settlement Agreement(s) will only be submitted under seal or disclosed to the
Court in some other way to ensure that the Individual Settlement Amounts are not disclosed
publicly. (Settlement Agreement at §III(6)(b).)

1 the assistance of Mediator Ross.

2 4. The claim before this court is the representative claim under PAGA on behalf
3 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
4 to settle this PAGA claim in its entirety after investigation and arm's length mediation. The
5 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2).
6 (Settlement Agreement at §III(5)(a).) The Settlement Agreement negotiated by the Parties
7 provides for a "Gross PAGA Settlement Amount" payment in the amount of \$600,000 to
8 resolve the PAGA Released Claims (hereinafter referred to as the "PAGA Settlement").
9 From this PAGA Settlement of \$600,000, there is a deduction of attorneys' fees in the
10 amount of \$200,000 (which is one-third of the PAGA Settlement), reimbursement of
11 incurred costs in an amount not to exceed \$20,000, Settlement Administration Costs not to
12 exceed \$4,000 and enhancement awards of \$10,000 for each of the ten Plaintiffs (\$100,000
13 total). (Settlement Agreement at §III(5)(b)-(c).)² After these deductions, the amount
14 remaining is the "PAGA Payment", which is estimated to be \$276,000. Of the PAGA
15 Payment amount, seventy-five percent (75%) will be paid to the LWDA and the remaining
16 twenty-five percent (25%) will be paid to the Aggrieved Employees (Settlement Agreement
17 at III(5)(a)(1).) "Aggrieved Employees" means all individuals who were engaged by either
18 Defendant Clara Medical Group, P.C. and/or Defendant GoForward, Inc. in California as Care
19 Coordinators and classified as independent contractors during the period January 5, 2020 to February
20 1, 2022; and all individuals who were engaged by either Defendant Clara Medical Group, P.C.
21 and/or Defendant GoForward, Inc. in California as Nurse Practitioners and classified as independent
22 contractors during the period April 15, 2019 to February 1, 2022. (Settlement Agreement at § I (2)(a-
23 b).) The Individual PAGA Payment for each Aggrieved Employee shall be based on the
24 number of pay periods each Aggrieved Employee worked during the relevant CC PAGA

25 _____
26 ² In the event approval is required and a payment of less than One-Third of the Gross PAGA
27 Settlement Amount in Attorneys' Fees or less than \$20,000 in Attorneys' Expenses to PAGA
28 Counsel, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel
or the Defendants. (Settlement Agreement at III(4)(b).) In the event the Court approves less than
\$4,000 to administer the settlement or if the actual cost to administer the settlement is less than
\$4,000, the difference will be added to the PAGA Payment. (*Id.* at III(4)(c)).

1 Period or NP PAGA Period as a percentage of the total pay periods worked by the Aggrieved
2 Employees during the respective CC PAGA Period or NP PAGA Period. (*Id.*) The CC
3 PAGA Period is the time period from January 5, 2020 to February 1, 2022. The NP PAGA
4 Period is April 15, 2019 to February 1, 2022. (Settlement Agreement at § I(10).) Defendants
5 have represented to PAGA Counsel the number of pay periods and Aggrieved Employees.
6 Defendants represent that there are approximately 54 Aggrieved Employees who worked as
7 Nurse Practitioners and 13 Aggrieved Employees who worked as Care Coordinators and that
8 both groups of Aggrieved Employees collectively worked 1,620 pay periods during the NP
9 PAGA Period and CC PAGA Period. (Settlement Agreement at § III(4).) Upon entry of
10 final judgment, the Released Parties³ shall be entitled to a release from the State of California
11 and the Aggrieved Employees only for any “PAGA Released Claims”, which means the
12 claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the
13 California Labor Code violations that are asserted in the LWDA Notice and operative
14 complaint in the *Heuklom* and *Severiano* Actions, or that could have been asserted in the
15 LWDA Notice and operative complaint in the *Heuklom* and *Severiano* Actions based on the
16 facts alleged therein, which are for civil penalties pursuant to Labor Code section 2699, *et*
17 *seq.* for violations alleged in or based on the facts asserted in the operative complaint in the
18 *Heuklom* and *Severiano* Actions, including Labor Code sections §§ 201, 202, 203, 204, 210,
19 226(a), 226.7, 226.8, 245, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and
20 applicable Industrial Welfare Commission Wage Orders (the “PAGA Released
21 Claims”)(Settlement Agreement at §III(6)(a)). The release does not include underlying wage
22 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
23 disability, worker’s compensation, and claims outside of the CC PAGA Period and/or NP
24 PAGA Period. (*Id.*) The Settlement Agreement expressly confirms that “In no event shall the
25 release of the Released PAGA Claims in this Settlement Agreement release any individual
26 claims of any individuals.” (*Id.*).

27 ³ “Released Parties” means Defendants and any of their past or present agents, officers, directors, employees,
28 stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors and
predecessors in interest, insurers, and assigns of the foregoing (expressly including, but not limited to Adrian Aoun).

1 5. Attorneys' fees equal to one-third of the Gross PAGA Settlement amount
2 (\$200,000) and litigation expenses in an amount not to exceed \$20,000 will also be paid to
3 PAGA Counsel as part of the settlement in accordance with California Labor Code §
4 2699(g)(1) as set forth in the Settlement Agreement.⁴ Lastly, payment to the Settlement
5 Administrator in an amount not to exceed \$4,000 to perform the administrative duties to
6 distribute the settlement money shall also be paid as well as enhancement awards of \$10,000
7 for each of the 10 Plaintiffs.

8 6. As experienced counsel, we believe that the PAGA Settlement is fair and
9 reasonable and therefore should be approved in light of Defendants' potential defenses to the
10 violations at issue, the risks and costs of continued litigation. The Labor and Workforce
11 Development Agency has released data on PAGA settlement amounts. After removing the
12 outliers at the low and high end, the average total amount for a PAGA settlement was
13 approximately \$10,000 per settlement. Here, the Gross PAGA Settlement Amount of
14 \$600,000 is significantly more and constitutes approximately \$370 per pay period. This
15 PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties.
16 With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory
17 PAGA civil penalties was potentially \$162,000 based on 1,620 pay periods.⁵ Importantly,
18 however, these calculations were performed at the maximum statutory rate for the penalties,
19 when in fact, it is likely that any penalties awarded would be at a lower rate. California
20 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum
21 civil penalty if based on the facts and circumstances to do otherwise would result in an award
22 that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,

23 ⁴ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
24 in the current amount of \$16,137.58, which is less than the cost allocation in the Settlement
25 Agreement. See Declaration of Nordrehaug at ¶ 9.

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$162,000 is the civil penalty amount without stacking. If stacking is permitted, then
28 the valuation increases with each additional penalty added to each pay period, and here, if penalties
are stacked for each of the eight (8) alleged violations, the total penalties would be as high as
\$1,924,900. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in
the cases cited herein, only one penalty per pay period was assessed.

1 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only
2 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties
3 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed
4 on the PAGA claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is
5 used, the potential recovery of civil penalties would be only \$8,100, which is less than this
6 settlement provides.

7 7. Here, Plaintiffs would need to prove Defendants misclassified Nurse
8 Practitioners and Care Coordinators as independent contractors and that each Aggrieved
9 Employee suffered a violation for each period the employee worked in relation to meal or
10 rest period violations, failure to pay minimum or overtime wages, failure to provide accurate
11 itemized wage statements, failure to reimburse for business expenses and failure to provide
12 wages when due. Defendants maintain that Plaintiffs and the Aggrieved Employees were
13 properly treated as independent contractors and otherwise compensated in compliance with
14 the law, that they did not violate the Labor Code and that their conduct was not willful with
15 respect to any alleged failure to pay any wages or penalties. Accordingly, Defendants
16 dispute and deny Plaintiffs' allegations and claims asserted in the consolidated complaint
17 which are resolved by the Settlement Agreement. Defendants asserted both procedural and
18 substantive additional defenses to the PAGA claim, not only as to liability but also as to the
19 amount of the penalties. Defendants could argue that no penalties prior to the PAGA
20 notification should be awarded because the violations were not intentional, and at least one
21 Court has so ruled. These defenses present a risk to the PAGA claim and the potential that
22 some or all of the PAGA penalties sought may not be awarded. Given Defendants' potential
23 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and
24 their attorneys believe that the PAGA Settlement is fair and reasonable. The PAGA
25 Settlement, along with the other terms of the proposed settlement, were negotiated by
26 experienced counsel at arm's length with the assistance of a private mediator, Jeffrey Ross.
27 As set forth in the accompanying proof of service, the LWDA has been provided notice of
28 this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA

1 Settlement and not oppose the motion should be given considerable weight. This is not a
2 situation where the Court needs to be concerned about the rights of absent employees as in a
3 class settlement, as this PAGA-only settlement does not release the individual claims of
4 absent employees, and the LWDA is a sophisticated government entity that is more than able
5 to look out for its own rights.

6 8. Plaintiffs each seek an enhancement award of \$10,000 for their service on
7 behalf of the Aggrieved Employees and the LWDA. Courts routinely award “service
8 payments” to plaintiffs in successful representative actions, in recognition of the crucial role
9 they play in enforcing public-interest statutes and vindicating the rights of absent class
10 members. The Plaintiffs actively participated in this litigation. They spent substantial time
11 meeting with Plaintiffs’ counsel, and provided valuable information about the day-to-day
12 operations of Defendant. They spent numerous hours gathering information. They all
13 assisted counsel in preparing for mediation, and made themselves available on the day of the
14 mediation.

15 9. PAGA Counsel seeks approval of attorneys’ fees from the PAGA settlement in
16 the amount of \$200,000 representing one-third of the \$600,000 Gross PAGA Settlement
17 Amount. The payment of attorneys’ fees and costs to Plaintiff’s Counsel under the
18 Settlement Agreement is supported by several factors. First, the requested fees are justified
19 by the result achieved. PAGA Counsel negotiated a recovery of \$600,000, and this result
20 justifies the requested fees equal to one-third of this recovery. This percentage is within the
21 standard contingent recovery percentage of one-third, and this percentage is what was
22 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int’l Inc.*, 1 Cal.5th 480,
23 504, (2016). Second, the fee award is justified by the work performed and contributions to
24 the case. The fee award represents PAGA Counsel’s current lodestar of \$186,878.25 with a
25 negligible multiplier of 1.1, with significant additional work to be performed such that the
26 fee award will be equivalent to the lodestar. Third, the consideration of the enhancement
27 factors justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to
28 account for the risk of non-payment, delay in payment, the quality of work, and the novelty

1 and difficulty of the issues involved. As detailed in the accompanying billing statements, true
2 and correct copies of which are attached hereto as Exhibit #2 for the *Hueklom* Action and as
3 Exhibit #3 for the *Severiano* Action, respectively, the current lodestar for my firm in this
4 matter as of February 15, 2022 is \$186,878.25 for more than 316 hours of work prosecuting
5 the claims being resolved by this Settlement. This time does not include time incurred after
6 the billing was finalized and the time spent managing the completion of the settlement,
7 which I estimate will add \$20,000 in additional lodestar.

8 10. The award of litigation expenses is based upon the actual expenses incurred by
9 Plaintiffs and PAGA Counsel, which currently are \$16,137.58. Under the Settlement
10 Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of
11 \$16,137.58, which is less than the \$20,000 allocation for costs in the Settlement Agreement,
12 so the difference of \$3,862.42 will be added to the PAGA Payment amount. The litigation
13 expenses incurred by my firm in the amount of \$16,137.58 were all reasonably necessary to
14 the litigation, and are detailed in Exhibit #2 for the *Hueklom* Action and as Exhibit #3 for the
15 *Severiano* Action, respectively.

16 17 Experience and Qualifications

18 11. I have represented hundreds of thousands of employees in hundreds of legal
19 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
20 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
21 prosecution of wage and hour class action and PAGA action matters. The attorneys at
22 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
23 hundreds of contested motions for class certification including many consolidated wage and
24 hour matters. A true and correct copy of the Blumenthal Nordrehaug Bhowmik De Blouw
25 LLP firm resume is attached hereto as Exhibit #4.

26 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
27 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
28 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug

1 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
2 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
3 substantive rights of the State of California under the California Private Attorney General
4 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
5 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
6 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
7 appellate work on the subject of class actions in the California Court of Appeals resulting in
8 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
9 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
10 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
11 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
12 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
13 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
14 Labor & Employment Attorney 2016.

15 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
16 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
18 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
19 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
20 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
21 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
22 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
23 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
24 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
25 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
26 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
27 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
28 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*

1 v. *Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
2 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
3 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
4 2018-00047639); and (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*,
5 Superior Court for the County of San Bernardino, Case No. CIVDS2011822). Based upon
6 our significant experience litigating claims for PAGA penalties, the opinion of experience
7 counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per
8 pay period basis than similar settlements that Plaintiff's Counsel has negotiated and courts
9 have approved.

10 (c) Then Chief Judge Irma Gonzales in a consolidated class action
11 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
12 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
13 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
14 Examples of other contested actions where class certification was granted Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
16 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
17 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
18 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
19 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
20 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
21 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
22 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
23 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
24 examples of heavily contested State Court wage and hour class actions where class
25 certification was obtained and BNBD was appointed lead class counsel include *Spears v.*
26 *Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560
27 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
28 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara

1 County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San
2 Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*,
3 Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union*
4 *Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v.*
5 *Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-
6 CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL
7 (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219
8 (Nov. 23, 2009).

9 (d) Over the course of the litigation, a number of attorneys in my firm have
10 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
11 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
12 Exhibit #4. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.
13 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
14 Blouw LLP have had extensive representative and class litigation experience, much of it in
15 the area of consumer class actions, employment class actions, securities litigation, unfair
16 business practices and other complex litigation. The attorneys at my firm have extensive
17 experience in cases involving labor code violations and overtime claims. Class Counsel has
18 litigated similar wage and hour cases against other employers on behalf of employees,
19 including cases against Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,
20 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,
21 Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner,
22 and California State Automobile Association. It is this level of experience which enabled the
23 firm to undertake the instant matter and to successfully combat the resources of the
24 defendants and their capable and experienced counsel. On account of the concerted and
25 dedicated effort this case required in order to properly handle and prosecute, Class Counsel
26 were precluded from taking other cases, and in fact, had to turn away other potential fee
27 generating cases.

28 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP

1 are as follows: Partner Attorneys from \$495 to \$795, Associate Attorneys from \$475 to
2 \$575, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
3 prevailing rates of attorneys in the local legal community for similar work and, if this were a
4 commercial matter, these are the charges that would be made and presented to the client.
5 These hourly rates have been approved by Court's throughout California, including the
6 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
7 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
8 line with those prevailing in the [relevant] community'—the Central District of California".
9 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
10 comparing such rates with the rates of comparable counsel practicing complex and class
11 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
12 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
13 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
14 average associate billing rate" are reasonable rates when compared within 21 other firms
15 practicing in the Southern District of California.) This survey is useful to show that Class
16 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
17 these types of class claims, such as Mayer Brown noted above who is defense counsel in
18 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
19 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
20 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
21 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
22 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
23 the rates charged by my firm for comparable work are less than these examples, and are
24 therefore undoubtedly reasonable.

25 13. LWDA - The PAGA Notices sent to the LWDA are attached hereto as Exhibit
26 #5. In addition, the LWDA is being served with this motion which includes the Settlement
27 Agreement, as verified by the accompanying proof of service.
28

14. Settlement Administration – Simpluris was selected as the Administrator based upon the lowest estimate. A true and correct copy of the estimate from Simpluris is attached hereto as Exhibit #6, and the estimate provides for Settlement Administration Costs in the amount of \$3,400.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of February, 2022, at San Diego, California.



Kyle Nordrehaug

EXHIBIT #1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Shannon Heuklom, Michael Burris, Eric Severiano, Jonathan Rushing, Cassie Coleman, Janice Cahambing, Rosemarie Bersabe, Lauren Poppen, Nicole Marie Sachkar and Kelsey Adams (“Plaintiffs”) and Defendants Clara Medical Group, P.C. and GoForward, Inc. (hereinafter referred to as “Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Actions” means the action *Shannon Heuklom et al. v. Clara Medical Group, P.C.*, Case No. CGC-20-587942, pending in the Superior Court of the State of California, County of San Francisco (“*Heuklom Action*”), and *Eric Severiano, et al. v. Clara Medical Group, P.C.*, Case No. CGC-21-591081, pending in the Superior Court of the State of California, County of San Francisco (“*Severiano Action*”).

2. “Aggrieved Employees” means:

- a. All individuals who were engaged by either Defendant Clara Medical Group, P.C. and/or Defendant GoForward, Inc. in California as Care Coordinators and classified as independent contractors during the period January 5, 2020 to February 1, 2022 (the “CC PAGA Period”); and,
- b. All individuals who were engaged by either Defendant Clara Medical Group, P.C. and/or Defendant GoForward, Inc. in California as Nurse Practitioners and classified as independent contractors during the period April 15, 2019 to February 1, 2022 (the “NP PAGA Period”).

3. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the CC PAGA Period or NP PAGA Period.

4. “Court” means the Superior Court of California, County of San Francisco.

5. “Individual *Heuklom* PAGA Payment” means the amount to be paid to each of the Aggrieved Employees in the *Heuklom Action* out of 25% of the PAGA Payment, with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the NP PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees. 100% of all PAGA penalties will be considered payment of penalties, and the Aggrieved Employees will be issued an IRS Form 1099 and will be

responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.

6. “Individual *Severiano* PAGA Payment” means the amount to be paid to each of the Aggrieved Employees in the *Severiano* Action out of 25% of the PAGA Payment, with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the CC PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees, respectively. 100% of all PAGA penalties will be considered payment of penalties, and the Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.

7. “LWDA” means the California Labor Workforce Development Agency.

8. “Gross PAGA Settlement Amount” means the total sum of \$600,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, Enhancement Awards and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants.

9. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

10. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, Administration Costs and the Enhancement Awards. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

11. “Parties” means Plaintiffs Shannon Heuklom, Michael Burris, Rosemarie Bersabe, Janice Cahambing, Cassandra Coleman, Lauren Poppen, Nicole Marie Sachkar, Kelsey Adams, Jonathan Rushing, Eric Severiano and Defendants Clara Medical Group, P.C. and GoForward, Inc.

12. “Named Plaintiffs” in the respective Actions are Shannon Heuklom, Michael Burris, Rosemarie Bersabe, Janice Cahambing, Cassandra Coleman, Lauren Poppen, Nicole Marie Sachkar, Kelsey Adams (Nurse Practitioners) in the *Heuklom* Action; and, Jonathan Rushing and Eric Severiano (Care Coordinators) in the *Severiano* Action.

13. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

14. “Released Parties” means Defendants and any of their past or present agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors and predecessors in interest, insurers, and assigns of the foregoing (expressly including, but not limited to, Adrian Aoun).

15. “Settlement Administrator” means Simpluris.

II. RECITALS

1. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on April 15, 2020 on behalf of Plaintiffs Shannon Heuklom and Michael Burris (Nurse Practitioners), requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on June 19, 2020.

2. On November 4, 2020, Plaintiffs Shannon Heuklom and Michael Burris filed a Representative Action Complaint against Defendant Clara Medical Group, P.C. alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court of the State of California, County of San Francisco (Case No. CGC-20-587942).

3. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on January 5, 2021 on behalf of Plaintiffs Jonathan Rushing and Eric Severiano (Care Coordinators), requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on March 11, 2021.

4. On April 15, 2021, Plaintiffs Eric Severiano and Jonathan Rushing filed a Representative Action Complaint against Defendant Clara Medical Group, P.C. alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court of the State of California, County of San Francisco (Case No. CGC-21-591081).

5. On August 3, 2021 Plaintiffs Eric Severiano and Jonathan Rushing filed an Amendment to the Complaint in the *Severiano* Action adding GoForward, Inc. as a Doe Defendant. The Court issued an Order adding GoForward, Inc. as a Defendant on September 22, 2021.

6. On September 16, 2021, the Parties engaged in a mediation session before mediator Jeffrey Ross. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Actions which led to the signing of a Memorandum of Understanding.

7. Plaintiffs Shannon Heuklom and Michael Burris are filing a Consolidated Complaint in the *Heuklom* Action adding Rosemarie Bersabe, Janice Cahambing, Cassandra Coleman, Lauren Poppen, Nicole Marie Sachkar, Kelsey Adams as Plaintiffs and adding the Plaintiffs Eric Severiano and Jonathan Rushing and the alleged claims from the *Severiano* Action.

8. As a result of the settlement, the Parties have agreed to fully and finally resolve the Released PAGA Claims alleged in the Actions pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. Upon the execution of this Settlement Agreement the Parties by stipulation agree to the consolidation of the *Heuklom* Action and the *Severiano* Action and the filing of a Consolidated Complaint in the *Heuklom* Action, alleging all claims therein that are now alleged in the *Heuklom* Action and the *Severiano* Action.

2. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendants or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendants or any other Released Party, Plaintiffs or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Actions or in any other action or

proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

3. **Timing.** Within fifteen (15) days after the Effective Date of this settlement, and provided all Named Plaintiffs have signed their Individual Settlement Agreement and not revoked their Individual Settlement Agreement (if applicable), Defendants shall pay to the Settlement Administrator the Gross PAGA Settlement Amount, and provide the Aggrieved Employee List to the Settlement Administrator. Data provided by Defendants to the Settlement Administrator will be kept confidential by the Settlement Administrator except for the purposes of administering the settlement. The Settlement Administrator will not share any personally-identifying Aggrieved Employee data with PAGA Counsel, but may disclose the number of Aggrieved Employees, the date ranges of the pay periods worked by each Aggrieved Employee, and their Individual Settlement Payments (with names redacted). The Effective Date is the date on which the PAGA Settlement is approved through entry of an Order and Judgment and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the parties and no timely appeal or request for review has been made.

4. **PAGA Demographics.** Defendants have represented that there are 54 Aggrieved Employees who worked as Nurse Practitioners and 13 Aggrieved Employees who worked as Care Coordinators and that both groups of Aggrieved Employees collectively worked 1,620 pay periods during the NP PAGA Period and CC PAGA Period. Defendants will provide PAGA Counsel a declaration under penalty of perjury verifying the number of Aggrieved Employees and pay periods worked by the Aggrieved Employees during the NP PAGA Period and CC PAGA Period prior to the filing of the motion for approval of the PAGA settlement. If the number of pay periods is 5% higher or more, Defendants shall increase the amount of the Gross PAGA Settlement Amount proportionate to the increase over the 5% threshold. (For example, if the final number pay periods is 6% greater than the amount represented, the \$600,000 Gross PAGA Settlement Amount will increase by 1%.)

5. **Payments From the Gross PAGA Settlement Amount.** The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. **PAGA Payment:** The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and Costs, Administration Costs, and Enhancement Awards, which shall be paid in full settlement of the Released PAGA Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75%

of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the relevant CC PAGA Period or NP PAGA Period as a percentage of the total pay periods worked by the Aggrieved Employees during the respective CC PAGA Period or NP PAGA Period.

- (2) The penalty settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$200,000, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$20,000 shall be paid to PAGA Counsel for Attorneys' Expenses and Costs as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendants shall not oppose Plaintiffs' request for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$20,000 in Attorneys' Expenses and Costs to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendants. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Actions.

c. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount not to exceed \$4,000. In the event that Court approval of these payments is required and a payment of less than \$4,000 is approved, or if the actual cost to administer the settlement is less than \$4,000, the difference will be added to the PAGA Payment.

d. Enhancement Awards. Named Plaintiffs shall seek, and Defendants shall not oppose, requests for enhancement awards of \$10,000 for each Plaintiff in the Actions from the Gross PAGA Settlement Amount. The Enhancement Awards are not wages and will be reported IRS Form 1099s.

e. Representative PAGA Release. In their capacity as private attorney general "Aggrieved Employees" acting on behalf of the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for

Attorneys' Fees and Attorneys' Expenses and Costs, upon entry of the Judgment, the occurrence of the Effective Date and full funding, will release Defendants from any and all Released PAGA Claims.

6. Released PAGA Claims.

a. Upon entry of Judgment, the Effective Date and full funding, the Released Parties shall be entitled to a release from the Plaintiffs and the State of California for all "Released PAGA Claims" as to the Aggrieved Employees. "Released PAGA Claims" means the claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaints in the Actions, or that could have been asserted in the LWDA Notice and operative Complaints in the Actions based on the facts alleged therein, which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations alleged in or based on the facts asserted in the operative complaints in the Actions, including Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 245, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders. The release does not include underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, worker's compensation, and claims outside of the CC PAGA Period and/or NP PAGA Period. The Released PAGA Claims are extinguished and may not be brought by a successor, spouse, heir, agent or other person entity. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. The period of the Released PAGA Claims shall be for the CC PAGA Period and NP PAGA Period and shall extend through February 1, 2022. **In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.**

b. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle the Named Plaintiffs' individual claims pursuant to separate confidential Individual Settlement Agreements. If the Court and/or the LWDA requires the Parties to submit the terms of the Named Plaintiffs' Individual Settlement Agreements to obtain approval of the PAGA settlement, the Parties agree that the terms of the Named Plaintiffs' Individual Settlement Agreement(s) will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Amounts are not disclosed publicly.

7. Covenants and Representations by Named Plaintiffs and PAGA Counsel.

a. Named Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Named Plaintiffs acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. Named Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiffs further agree to seek a Judgment in the *Heuklom* Action of the Released PAGA Claims as alleged in the Consolidated Complaint of the claims alleged in the *Heuklom* Action and the *Severiano* Action.

8. No Publicity. Neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement other than in documents submitted to the Court.

9. Court Approval of the PAGA Payment. Subject to Defendants' review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Judgment ("Motion"). PAGA Counsel will provide Defendants' counsel with an opportunity for review and comments at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

10. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall revert to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

11. Defendants' Engagement of Independent Contractors. As of February 1, 2022, Defendant Clara Medical Group, P.C. and/or Defendant GoForward, Inc. shall no longer engage any Nurse Practitioners or Care Coordinators in California as independent contractors.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiffs shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

2. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are not to exceed \$4,000. Defendants will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fifteen (15) days of the Effective Date.

3. Within fifteen (15) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter in the form of Exhibit A. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who failed to cash his or her check, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

4. Within fifteen (15) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses and Costs, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

5. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

6. Defendants make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiffs or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its

benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

3. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. The Parties shall each bear their own costs, attorneys’ fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Actions and Plaintiffs’ claims, except as otherwise set forth specifically herein.

5. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this Settlement Agreement.

6. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in San Francisco County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Francisco.

7. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the settlement of the Actions as provided herein; or (ii) the settlement of the Actions does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

9. Judgment and Continued Jurisdiction. After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring these actions to trial under CCP Section 583.310 shall be extended

from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Agreement shall become null and void.

10. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the Actions. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Actions, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

11. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

13. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

14. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

15. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with

the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants or an admission or concession regarding the validity of the claims in the Actions. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

21. **No Admission of Liability or Wrongdoing by Defendants.** Defendants contend that all of the Named Plaintiffs and Aggrieved Employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendants have denied, and continue to deny, each of the claims and contentions alleged in the Actions. Defendants have asserted and continue to assert defenses thereto, and has expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions. Neither this Settlement Agreement, nor

any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendants or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

22. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiffs and Defendants, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

23. Stay of Litigation. The Parties agree that the continuing litigation of the Actions shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

24. Confidentiality. The Parties and their respective counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement (including any information provided by Defendants to Named Plaintiffs in the course of the negotiations). This provision does not apply to submissions to the Court for purposes of obtaining approval of the settlement or submissions to the LWDA in order to comply with the requirements of PAGA (consistent with the confidentiality concerns otherwise identified herein), nor does this provision apply to any needed disclosures by Plaintiffs or PAGA Counsel to their accountants. Moreover, PAGA Counsel will destroy all confidential documents and information provided by Defendants for mediation purposes within 60 calendar days after the completion of the administration of this Agreement. PAGA Counsel agrees that none of the information provided by Defendants shall be used for any other purpose.

25. Court Filings. The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

26. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Jeffrey Ross, for resolution.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFFS:

Dated: Jan 20, 2022



SHANNON HEUKLOM

Dated: Jan 20, 2022



Michael Burris (Jan 20, 2022 19:21 PST)

MICHAEL BURRIS

Dated: Jan 20, 2022



ERIC SEVERIANO

Dated: Jan 20, 2022



Jonathan Rushing (Jan 20, 2022 16:25 PST)

JONATHAN RUSHING

Dated: Jan 20, 2022



Cassandra Coleman (Jan 20, 2022 12:02 PST)

CASSIE COLEMAN

Dated: Jan 20, 2022



JANICE CAHAMBING

Dated: Jan 20, 2022



Rosemarie Bersabe (Jan 20, 2022 13:19 PST)

ROSEMARIE BERSABE

Dated: Jan 22, 2022



Lauren Poppen (Jan 22, 2022 13:33 PST)

LAUREN POPPEN

Dated: Jan 20, 2022



Nicole Marie Sachkar (Jan 20, 2022 12:13 PST)

NICOLE MARIE SACHKAR

Dated: Jan 20, 2022



Kelsey Adams (Jan 20, 2022 14:14 PST)

KELSEY ADAMS

DEFENDANTS:

Dated: 1/25/2022 | 12:26 PM PST

CLARA MEDICAL GROUP P.C.

By: 
DocuSigned by:
D8553B7173454BC...

Dated: 1/25/2022 | 11:09 AM PST

GOFORWARD, INC.

By: 
DocuSigned by:
A825E6AEFFB644BC...

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 1/24/22

By: 
NORMAN BLUMENTHAL
ATTORNEYS FOR PLAINTIFFS

ARNOLD & PORTER KAYE SCHOLER LLP

Dated: January 25, 2022

By: 

Counsel for Defendant Clara Medical Group, P.C.

ARNOLD & PORTER KAYE SCHOLER LLP

Dated: January 25, 2022

By: 

Counsel for Defendant GoForward, Inc.

Exhibit A

Date

NOTICE OF SETTLEMENT

San Francisco County Superior Court Case No. CGC-20-587942 (consolidated with Case No. CGC-21-591081)

Case Name: *Shannon Heuklom et al. v. Clara Medical Group, P.C.*

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled *Shannon Heuklom, Michael Burris, Rosemarie Bersabe, Janice Cahambing, Cassandra Coleman, Lauren Poppen, Nicole Marie Sachkar, Kelsey Adams, Eric Severiano, and Jonathan Rushing, on behalf of the State of California, as private attorney generals. v. Clara Medical Group, P.C., a California Professional Corporation, GoForward, Inc., a Corporation; and DOES 2 through 50, inclusive*, Superior Court of the State of California, County of San Francisco, Case Number CGC-20-587942 (consolidated with Case Number CGC-21-591081) (the “Lawsuit”).

In the Lawsuit, Plaintiffs Shannon Heuklom Michael Burris, Rosemarie Bersabe, Janice Cahambing, Cassandra Coleman, Lauren Poppen, Nicole Marie Sachkar, Kelsey Adams, Eric Severiano, and Jonathan Rushing (“Plaintiffs”) pursued various claims for penalties against Defendants Clara Medical Group, P.C. and GoForward, Inc. (“Defendants”) under the California Private Attorneys General Act of 2004 (“PAGA”). Defendants deny Plaintiffs’ claims in their entirety, and assert they complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit.

The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendants. As required by PAGA, a portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the workers who worked for Defendants in California as Nurse Practitioners and classified as independent contractors during the period April 15, 2019 to February 1, 2022, and to workers who worked for Defendants in California as Care Coordinators and classified as independent contractors during the period January 5, 2020 to February 1, 2022.

According to Defendants’ records, you worked as a Nurse Practitioner or a Care Coordinator during the applicable period and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the California State Controller’s Office - Unclaimed Property Fund, to be held in your name.

While you were not a party to the Lawsuit, the State of California have been bound by the settlement and resulting judgment entered in this matter by the Court as to civil penalties under PAGA. If you have any questions, you can contact the settlement administrator at 1-888-369-3780.

Very Truly Yours,

Settlement Administrator

EXHIBIT #2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

FEBRUARY 15, 2022

SHANNON HEUKLOM

RE: CLARA MEDICAL GROUP, P.C.
FILE NUMBER: CA1965.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/10/19	RE	INITIAL DOC REQUEST TO CLIENT	0.40	475	190.00
09/21/19	ND	REVIEW AND ANALYZE STATE AND FEDERAL COURT DOCKETS FOR RELATED LITIGATION. ANALYZE DEFENDANT'S BUSINESS OPERATIONS.	2.50	695	1,737.50
09/22/19	ND	LEGAL RESEARCH REGARDING MISCLASSIFICATION OF INDEPENDENT CONTRACTORS. REVIEW AND ANALYZE CONTROL DEFENDANT EXERTED OVER AGGRIEVED EMPLOYEES.	3.90	695	2,710.50
09/30/19	ND	REVIEW AND REVISE EMPLOYMENT FILES OF PLAINTIFFS HEUKLOM AND BURRIS FOR CLAIMS. CONFERENCE WITH PLAINTIFFS TO DISCUSS. RESEARCH DEFENDANT AND AGGRIEVED EMPLOYEE SIZE.	5.00	695	3,475.00
10/01/19	ND	DRAFT ORIGINAL COMPLAINT.	4.50	695	3,127.50
10/08/19	ND	DRAFT ORIGINAL COMPLAINT. ANALYZE FACTS AND LAWS.	4.50	695	3,127.50
10/15/19	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	795	1,987.50
10/20/19	ND	DRAFT CASE NOTES. ANALYZE FACTS AND LAW.	2.00	695	1,390.00
01/15/20	JH	REVIEW, ANALYZE AND HIGHLIGHT	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFF'S DOCS			
04/14/20	JH	REVIEW FILE AND PAGA LETTER	0.40	550	220.00
04/14/20	JHOM	DRAFT PAGA NOTICE AND LWDA FEE LETTER	0.40	295	118.00
04/14/20	ND	REVIEW AND REVISE PAGA NOTICE. DISCUSS WITH JHOM	1.00	695	695.00
04/15/20	JHOM	FILE PAGA NOTICE	0.40	295	118.00
05/12/20	JH	REVIEW AND ANALYZE DEFENDANT'S ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT	0.50	550	275.00
05/29/20	JH	REVIEW AND ANALYZE CORRESPONDENCE FROM DEFENDANT RE EVIDENCE PRESERVATION	0.50	550	275.00
06/01/20	ND	REVIEW AND ANALYZE CLAIMS AND EMPLOYMENT FILES OF ADDITIONAL PAGA REPS POPPEN, SACHKAR AND ADAMS. CALLS TO DISCUSS COMPLAINT AND LAWSUIT PROCESS.	2.80	695	1,946.00
06/15/20	ND	REVIEW AND ANALYZE CLAIMS AND EMPLOYMENT DOCUMENTS OF ADDITIONAL PAGA REPS BERSABE, COLEMAN AND CAHAMBING. CALLS TO DISCUSS CLAIMS. REVIEW CASE DOCKET AND FILE.	3.10	695	2,154.50
07/29/20	RE	REVIEW DAMAGE ANALYSIS	0.50	475	237.50
07/29/20	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	1.75	475	831.25
07/29/20	RE	REVIEW & EDIT COMPLAINT FOR FINAL	2.00	475	950.00
07/29/20	RE	DRAFT SUMMONS & CIVIL COVER SHEET	0.40	475	190.00
07/30/20	RE	FINALIZE COMPLAINT PACKAGE; FILE IN SF SUP. CT.	0.75	475	356.25
07/30/20	NBB	REVIEW COMPLAINT, ANALYZE,	2.50	795	1,987.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FINAL.			
08/19/20	RE	REVIEW STATUS OF PLEADINGS; CHECK PAGA EXPIRATION PERIOD; VERIFY LAST DATE TO FILE PAGA CLAIM; UPDATE CHART.	0.40	475	190.00
08/25/20	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND CMC.	0.50	475	237.50
09/07/20	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REG. AGENT; ORDER SERVICE VIA KNOX.	0.75	475	356.25
09/10/20	RE	FILE POS OF SUMMONS	0.40	475	190.00
10/01/20	RE	PHONE CALL WITH DEFENSE COUNSEL ASHLEY MARIKO RE SERVICE ISSUES; RE ARBITRATION AGREEMENTS RE PAGA; EMAIL SUMMARY TO JH RE SAME.	0.50	475	237.50
10/01/20	JH	DISCUSSION WITH RE RE CALL WITH DEFENSE COUNSEL	0.40	550	220.00
10/01/20	RE	PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE SERVICE OF PROCESS DOCUMENTS; FORWARD TO MARIKO ASHLEY.	0.60	475	285.00
10/02/20	JH	REVIEW FILE; DISCUSS MATTER WITH RE	0.50	550	275.00
10/13/20	JH	DISCUSS DISCOVERY WITH CTL	0.40	550	220.00
10/19/20	RE	CONFER WITH JH AND ND RE DISMISSAL OF ACTION AND FILING OF SEPARATE PAGA ONLY ACTION IN STATE COURT; EMAIL TO DEFENSE COUNSEL RE DISMISSAL AND EX PARTE APPLICATION.	0.40	475	190.00
10/19/20	RE	DRAFT PAGA-ONLY COMPLAINT; FORWARD TO ND FOR SIGNATURE.	2.75	475	1,306.25
10/19/20	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET FOR SF RE PAGA ONLY ACTION.	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/19/20	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SF SUP. CT.	0.60	475	285.00
10/19/20	ND	REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN.	1.00	695	695.00
11/04/20	RE	REVIEW REJECTION NOTICE RE PAGA ONLY COMPLAINT (WRONGLY REJECTED BY CLERK); RE-FILE PAGA ONLY ACTION IN SF SUP. CT.	0.50	475	237.50
11/24/20	RE	CONFER W DEFENSE COUNSEL RE STATUS OF EX PARTE APPLICATION TO DISMISS	0.20	475	95.00
11/25/20	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT	0.60	475	285.00
11/30/20	JH	REVIEW AND ANALYZE PAGA ONLY COMPLAINT; DISCUSS WITH RE	0.60	550	330.00
12/09/20	RE	DRAFT EX PARTE APPLICATION RE REQUEST FOR DISMISSAL RE CLASS ACTION; DRAFT REQUEST FOR DISMISSAL; DRAFT CRC 3.770 DECLARATION; REVIEW FILE	2.50	475	1,187.50
12/09/20	ND	REVIEW AND ANALYZE DISMISSAL DOCS INCLUYDING DECLARATION OF R. EHMANN. ANALYZE ARBITRATION AGREEMENT ENFORCEABILTY ISSUE.	1.20	695	834.00
12/10/20	RE	FINISH EX PARTE APPLICATION TO DISMISS CLASS ACTION; FORWARD TO DEFENSE COUNSEL AND PROVIDE NOTICE OF EX PARTE HEARING AS PER CODE	1.25	475	593.75
12/10/20	RE	REVIEW EX PARTE APPLICATION; EDIT; FILE IN SF SUP. CT; SERVE DEFENSE COUNSEL; SEND APPLICATION TO DEPT. 302 PER JUDGES GUIDELINES; CALENDAR AND OBTAIN COURTCALL FOR HEARING.	1.00	475	475.00
12/13/20	CL	DRAFT CASE MANAGEMENT STATEMENT; REVIEW AND ANALYZE	1.10	495	544.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY AND CLAIMS IN PREPARATION FOR CASE MANAGEMENT STATEMENT.			
12/14/20	RE	PREP FOR AND ATTEND EX PARTE HEARING RE DISMISSAL OF CLASS ACTION MATTER W/O PREJUDICE; ATTEND HEARING; CONFER W CL RE LACK OF NEED FOR CMC STATEMENT IN SAME MATTER; MEMO TO FIRM.	0.75	475	356.25
12/15/20	RE	REVIEW DOCKET; REVIEW AND PULL DISMISSAL ORDER; MEMO TO FIRM RE DISMISSAL OF CLASS ACTION MATTER	0.30	475	142.50
12/15/20	RE	PREPARE SERVICE OF PROCESS DOCUMENTS RE PAGA ONLY ACTION; PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FORWARD TO MARIKO ASHLEY AFTER COMM. W. M. ASHLEY RE SERVICE	0.75	475	356.25
12/16/20	RE	REVIEW FILE; UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION.	0.40	475	190.00
12/23/20	JH	DISCUSS WRONGFUL TERM ARB WITH ND AND RE; REVIEW FILE	0.80	550	440.00
01/06/21	RE	SAVE NOTICE AND ACKNOWLEDGMENT OF RECEIPT; PREPARE PROOF OF SERVICE FORM POS-010; P/C W FILE AND SERVE EXPRESS REP; FILE PROOF OF SERVICE OF SUMMONS VIA FILE AND SERVE EXPRESS; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	1.25	475	593.75
01/26/21	CL	DRAFT PLAINTIFFS' REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; FORM INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITION OF DEFENDANT.	2.40	495	1,188.00
01/27/21	JH	REVIE AND REVISE PAGA DISCOVERY; DISCUSS WITH CL	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/27/21	CL	REVISE AND FINALIZE REQUEST FOR ADMISSIONS AND PROOF OF SERVICE OF DISCOVERY TO DEFENDANT, SET ONE.	0.60	495	297.00
01/27/21	CL	EMAIL FROM M. ASHLEY RE: ELECTRONIC SERVICE AGREEMENT; REVISE PROOF OF SERVICE RE: DISCOVERY PROPOUNDED TO COMPLY WITH E-SERVICE AGREEMENT; TELEPHONE CALL TO MARIKO RE: SERVICE BY MAIL AND MEET AND CONFER RE: DISCOVERY, BELAIRE-WEST AND PROTECTIVE ORDER.	0.40	495	198.00
02/02/21	JH	REVIEW AND ANALYZE DEFENDANT'S ANSWER TO PAGA ONLY COMPLAINT	0.40	550	220.00
02/03/21	CL	TELEPHONE CALL FROM M. ASHLEY RE: REQUEST FOR EARLY MEDIATION AND MEET AND CONFER RE: INFORMAL DISCOVERY; MULTIPLE EMAILS TO/FROM M. ASHLEY RE: STAY OF DISCOVERY, MEDIATION AND OUTSTANDING RESPONSES TO DISCOVERY.	0.50	495	247.50
02/26/21	CL	EMAIL TO/FROM JANICE CAHAMBING, NP REGARDING BECOMING A PAGA REPRESENTATIVE IN PREPARATION FOR AMENDED PAGA NOTICE; DRAFT AMENDED PAGA NOTICE.	0.80	495	396.00
03/02/21	CL	DRAFT DEPOSITION NOTICE OF MATTHEW WALL.	0.70	495	346.50
03/02/21	CL	EMAIL TO/FROM M. ASHLEY RE: EXTENSION TO RESPOND TO DISCOVERY PROPOUNDED BY PLAINTIFFS.	0.30	495	148.50
03/02/21	CL	[NURSE PRACTITIONERS] DRAFT STIPULATION TO STAY ENTIRE MATTER PENDING MEDIATION AND LEAVE TO FILE FIRST AMENDED COMPLAINT.	1.20	495	594.00
03/02/21	CL	[NURSE PRACTITIONERS] DRAFT FIRST	0.90	495	445.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AMENDED COMPLAINT.			
03/02/21	CL	[NURSE PRACTITIONERS] DRAFT AMENDED PAGA NOTICE TO INCLUDE NEW REPRESENTATIVES AND NEW CLAIMS.	0.60	495	297.00
03/02/21	CL	[NURSE PRACTITIONERS] DRAFT AMENDED PAGA NOTICE TO INCLUDE NEW REPRESENTATIVES AND NEW CLAIMS.	0.30	495	148.50
03/02/21	CL	TELEPHONE CALL FROM S. JANG RE: MEDIATION AND STIPULATION FOR STAY; EMAIL TO S. JANG RE: WAIVER OF OBJECTIONS AND MEDIATION.	0.60	495	297.00
03/03/21	AR	REVIEW FILE FOR CASE INFORMATION IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST.	0.70	475	332.50
03/03/21	CL	EMAIL TO S. JANG RE: REVISIONS TO STIPULATION FOR STAY; REVISIONS TO STIPULATION FOR STAY.	0.30	495	148.50
03/03/21	ND	REVIEW AND REVISE FIRST AMENDED COMPLAINT. DISCUS WITH C. LEVU.	1.50	695	1,042.50
03/05/21	AR	REVIEW AND OUTLINE PLEADINGS AND CLIENT FILE DOCUMENTS IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST.	0.70	475	332.50
03/05/21	AR	REVIEW AMENDED PAGA NOTICE; OUTLINE ADDITIONAL CLAIMS.	0.40	475	190.00
03/05/21	AR	DRAFT MEDIATION DATA REQUEST; CORRESPONDENCE WITH AB REGARDING THE SAME.	0.80	475	380.00
03/05/21	AR	REVIEW AND EXTRACT DOCUMENTS AND UPDATE EXHIBIT BOOK.	1.00	475	475.00
03/08/21	AR	REVISE, FINALIZE AND SEND MEDIATION DATA REQUEST.	0.30	475	142.50
03/09/21	CL	EMAIL FROM/TO S. JANG RE: CLAIMS UNDER 203 AND 204 AND DIR FREQUENTLY ASKED QUESTIONS	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REGARDING SICK LEAVE ACCRUED VERSUS TAKEN.			
03/12/21	CL	REVIEW AND REVISE VERSION 4 OF THE STIPULATION TO STAY ACTION AND CONTINUE THE 5 YEAR STATUE OF LIMITATIONS; EMAIL TTO/FROM S. JANG RE: MEET AND CONFER RE: MOTION FOR JUDGEMENT ON THE PLEADINGS.	0.40	495	198.00
03/15/21	CL	REVIEW AND REVISE VERSION 5 OF THE STIPULATION TO STAY ACTION AND CONTINUE THE 5 YEAR STATUE OF LIMITATIONS; EMAIL TO/FROM S. JANG RE: MEET AND CONFER RE: MOTION FOR JUDGEMENT ON THE PLEADINGS.	0.60	495	297.00
03/15/21	CL	TELEPHONE TO ROSEMARIE BERSABE RE: FIRST AMENDED COMPLAINT AND PAGA NOTICE; FOLLOW-UP TEXT MESSAGE AND EMAIL.	0.40	495	198.00
03/15/21	CL	TELEPHONE TO JANICE CAHAMBING RE: FIRST AMENDED COMPLAINT AND PAGA NOTICE; FOLLOW-UP TEXT MESSAGE AND EMAIL.	0.30	495	148.50
03/15/21	CL	TELEPHONE TO LAUREN POPPEN RE: FIRST AMENDED COMPLAINT AND PAGA NOTICE; FOLLOW-UP TEXT MESSAGE AND EMAIL.	0.30	495	148.50
03/15/21	CL	DRAFT CASE MANAGEMENT STATEMENT.	1.10	495	544.50
03/15/21	CL	TELEPHONE TO NICOLE SACHKAR RE: FIRST AMENDED COMPLAINT AND PAGA NOTICE; FOLLOW-UP TEXT MESSAGE AND EMAIL.	0.30	495	148.50
03/18/21	CL	TELEPHONE CALL FROM S. HEUKLOM RE: STATUS OF CASE AND MEDIATION.	0.50	495	247.50
03/18/21	CL	TELEPHONE CALL TO K. ADAMA RE: CONFERENCE CALL WITH N. DE BLOUW RE: CONFIRMATION OF COMPLAINT; DRAFT EMAIL AND	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OUTLOOK MESSAGE TO SAME.			
03/23/21	CL	CONFERENCE CALL WITH CLIENTS AND N. DEBLOUW RE: REVISIONS TO FIRST AMENDED COMPLAINT AND FILING OF PAGA ACTION.	0.80	495	396.00
03/23/21	ND	ANALYZE CASE DOCKET IN PREPARATION FOR CALL WITH PLAINTIFFS. CONFERENCE CALL WITH PLAINTIFFS AND C. LEVU REGARDING FIRST AMENDED COMPLAINT.	1.00	695	695.00
03/24/21	CL	EMAILS FROM K. ADAMS RE: DOCUMENTS SHOWING PERFORMANCE PORTAL AND OTHER PERFORMANCE REVIEWS; REVIEW AND ANALYZE CLIENT DOCUMENTS.	0.50	495	247.50
03/24/21	CL	EMAIL FROM J. CAHAMBING RE: APPROVAL OF FIRST AMENDED COMPLAINT AND MOVING FORWARD WITH PAGA ACTION.	0.30	495	148.50
03/24/21	CL	EMAIL TO K. ADAMS RE: INQUIRY OF APPROVAL OF FIRST AMENDED COMPLAINT AND MOVING FORWARD WITH PAGA ACTION.	0.20	495	99.00
03/24/21	CL	EMAIL FROM L. POPPEN RE: LWDA PAGA NOTICE AND RESPONSE.	0.30	495	148.50
03/24/21	CL	TELEPHONE ALL WITH N. DE BLOUW RE STRATEGY ON TOLLING AGREEMENT OR AMENDED COMPLAINT; TELEPHONE CALL TO S. JANG RE: TOLLING AGREEMENT PROPOSAL OF CARE COORDINATORS.	0.50	495	247.50
03/24/21	CL	DRAFT TOLLING AGREEMENT; EMAIL TO S. JANG RE: MEET AND CONFER RE: TOLLING AGREEMENT LANGUAGE.	0.90	495	445.50
03/25/21	JH	REVIEW AND ANALYZE DEFENDANT'S CMC STMT	0.40	550	220.00
03/26/21	CL	[PAGA] RECEIPT AND REVIEW REJECTION FROM CLERK RE:	0.40	495	198.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STIPULATION TO STAY; TELEPHONE CALL TO S. JANG RE: RESUBMISSION OF STIPULATION FOR STAY.			
03/26/21	CL	[PAGA] TELEPHONE CALL TO R. BERSABE CONFIRMING FIRST AMENDED COMPLAINT; TEXT MESSAGE TO R. BERSABE RE: SAME.	0.30	495	148.50
03/26/21	CL	[PAGA] TELEPHONE CALL TO C. COLEMAN CONFIRMING FIRST AMENDED COMPLAINT; EMAIL TO C. COLEMAN CONFIRMING FILING OF PAGA NOTICE AND JOINING LAWSUIT.	0.30	495	148.50
03/26/21	CL	[PAGA] FINALIZE AMENDED PAGA NOTICE; FINALIZE FIRST AMENDED COMPLAINT; UPLOADING TO LWDA WEBSITE; EMAIL TO S. JANG RE: SAME.	0.70	495	346.50
03/26/21	CL	[PAGA] TELEPHONE CALL FROM S. JANG RE: AMENDED PAGA NOTICE AND STIPULATION TO STAY DISCOVERY.	0.30	495	148.50
03/30/21	CL	[PAGA] FINALIZE AMENDED STIPULATION TO STAY DISCOVERY PENDING MEDIATION.	0.40	495	198.00
03/30/21	CL	[PAGA] RECEIPT AND REVIEW COURT'S ORDER CONTINUING CASE MANAGEMENT CONFERENCE TO JULY 7, 2021.	0.20	495	99.00
04/12/21	JH	REVIEW AND ANALYZE DEFENDANT'S REVISION TO DRAFT TOLLING AGREEMENT; CIRCULATE AND DISCUSS TOLLING PERIOD W TEAM	0.60	550	330.00
06/10/21	CL	[PAGA] EMAIL FROM/O J. SAHOURIA RE: REQUEST TO MEET AND CONFER RE: RULE 3.724.	0.30	495	148.50
06/10/21	CL	[PAGA] EMAIL TO/FROM J. SAHOURIA RE: MEET AND CONFER RE: RULE 3.724; DRAFT JOINT CASE MANAGEMENT STATEMENT AND REVIEW ORDER RE: STAY.	1.10	495	544.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/10/21	CL	[PAGA] RECEIPT AND REVIEW DEFENDANT'S CASE MANAGEMENT STATEMENT; DRAFT AND FINALIZE PLAINTIFF'S CASE MANAGEMENT STATEMENT.	0.90	495	445.50
06/11/21	JH	REVIEW AND ANALYZE DEFENDANT'S CMC STMT	0.40	550	220.00
06/14/21	CL	[PAGA] DRAFT AMENDED CASE MANAGEMENT STATEMENT; EMAIL FROM COURT RE: FORM CM110 FORM; EMAIL FROM S. JANG RE: SAME.	0.90	495	445.50
06/22/21	JH	REVIEW/ANALYZE PLAINTIFF'S CMC STMT	0.40	550	220.00
06/22/21	CL	RECEIPT AND REVIEW ORDER CONTINUING CASE MANAGEMENT CONFERENCE.	0.20	495	99.00
06/23/21	HD	DRAFT NOTICE OF ORDER ON CONTINUING CASE MANAGEMENT CONFERENCE AND POS. GATHER EXHIBIT AND SEND TO ATTORNEY LEVU FOR REVIEW.	1.00	250	250.00
06/23/21	JH	REVIEW NOTICE OF RULING ON CMC	0.40	550	220.00
06/23/21	CL	[PAGA] REVIEW AND ANALYZE ORDER RE CASE MANAGEMENT CONFERENCE; DRAFT NOTICE OF ORDER RE CASE MANAGEMENT CONFERENCE; EMAIL TO S. JANG RE: SERVICE OF SAME; REVIEW AND ANALYZE COURT DOCKET RE: STIPULATION.	0.40	495	198.00
07/28/21	JH	DISCUSSION WITH CL RE CALL WITH DEFENSE COUNSEL	0.60	550	330.00
07/28/21	AR	REVIEW FILE FOR STATUS OF PLEADINGS; MULTIPLE CORRESPONDENCE REGARDING MEDIATION DATA.	0.50	475	237.50
07/29/21	AJB	ANALYZE AMENDMENT ISSUES AND STATUS OF OBTAINING INTAKE FACTS FOR REPS. ANALYZE CLAIMS AS BETWEEN DIFFERENT REPS - NOTE	2.00	725	1,450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DOCUMENTS EVIDENCING CONTROL FOR BORELLO TEST.			
07/29/21	ND	REVIEW AND ANALYZE DOE AMENDMENT ISSUE. RESEARCH REGARDING ADRIAN AOUN AND OTHER INDIVIDUAL OWNERS. REVIEW AND ANALYZE 1505 DOCS ON CAL. SEC. OF STATE.	1.30	695	903.50
08/17/21	AJB	REVIEW/ANALYZE SUMMONS AND DOE AMENDMENT AS TO GOFORWARD. REVIEW NOTES/CORR RE OWNER OF GOFORWARD. ANALYZE DOE AMENDMENT ISSUES AS TO NAMING OWNER AND LABOR CODE 558 ISSUES. ANALYZE PROGRESS OF PREPARING FOR MEDIATIONM INCLUDING MEDIATION DATA REQUEST SERVED IN MARCH. REVIEW/ANALYZE PLAINTIFFS' DOCS.	3.00	725	2,175.00
09/01/21	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	325	910.00
09/05/21	ND	ANALYZE DATA PRODUCED BY DEFENDANT FOR MEDIATION. CALLS WITH PLAINTIFF BURRIS AND HEUKLOOM TO DISCUSS FACTS FOR MEDIATION BRIEF. REVIEW AND ANALYZE CASE FILE FOR 10 PLAINTIFFS IN PREPARATION FOR MEDIATION.	4.50	695	3,127.50
09/06/21	ND	REVIEW INDIVIDUAL DAMAGES OF 10 PAGA REPS. DISCUSS WITH CLIENTS AND AJB. PREPARE FOR MEDIATION.	3.50	695	2,432.50
09/07/21	AJB	REVIEW PROGRESS OF ASCERTAINING PLAINTIFFS' INDIVIDUAL DAMAGES. REVIEW FILE FOR DATA. DRAFT AND SEND CORR TO PARTNER OUTLINING NEEDED INFO. DRAFT PORTION OF MEDIATION BRIEF AS TO INDIVIDUAL DAMAGES BASED ON FACTS/EVIDENCE AT HAND. DRAFT PORTION OF MEDIATION BRIEF AS TO OWNER OF COMPANY AND 558 ISSUES.	4.00	725	2,900.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/07/21	ND	REVIEW AND REVISE MEDIATION BRIEF. ANALYZE 2802 REIMBURSEMENT CLAIM. ANALYZE CONTROL ISSUE AND LEGAL RESEARCH REGARDING DYNAMEX AND OTHER INDEPENDENT CONTRACTOR MISCLASSIFICATION CASES.	5.00	695	3,475.00
09/08/21	CL	RECEIPT AND REVIEW CLASS NUMBER AND WORKWEEKS; EMAIL FROM D. REIS RE CLASS NUMBER AND WORKWEEKS IN PREPARATION FOR MEDIATION.	0.20	495	99.00
09/08/21	CL	EMAIL TO B. BERGER RE: PAGA PERIOD AND DATES OF EMPLOYMENT; EMAIL TO B. BERGER RE: OPERATIVE COMPLIANT.	0.30	495	148.50
09/08/21	CL	DRAFT DOE AMENDMENT 1 - ADRIAN AOUN; LEGAL RESEARCH RE: A. AUON'S CURRENT ADDRESS; PREPARE SERVICE PACKAGE.	0.80	495	396.00
09/08/21	AJB	DRAFT, REVIEW/REVISE, FINALIZE AND FILE MEDIATION BRIEF.	8.00	725	5,800.00
09/10/21	SB	ADD TO CASE NOTES WITH ADDITIONAL CLAIMS AFTER SPEAKING TO CLIENTS, ADVISE AJB	2.80	325	910.00
09/13/21	SB	SPEAK WITH INDIVIDUAL CLIENTS ABOUT CLAIMS, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.80	325	910.00
09/14/21	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.80	325	910.00
09/14/21	AJB	REVIEW CORR FROM EXPERTS AND ATTACHMENTS INCLUDING "HEUKLOM V CLARA MEDICAL SUMMARY OF INDIVIDUAL DAMAGES AND PAGA PENALTIES," "HEUKLOM V CLARA MEDICAL ANALYSIS BY INDIVIDUAL," "2021-09-08NP ANALYSISHIGHLY CONFIDENTIAL - V2," "2021-09-08CC ANALYSISHIGHLY CONFIDENTIAL -	4.00	725	2,900.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		V2." MAKE NOTES AND PREPARE BULLET POINT SUMMARIES. COMPARE FINDINGS TO BACK UP DATA IN FILE. PREP FOR MEDIATION.			
09/14/21	AJB	DRAFT NOTES AND MARKUP INDICATING WHERE EXPERT'S ANALYSIS SHOWS DEFENDANT'S ANALYSIS GROSSLY UNDERSTATES THE AMOUNTS OF OVERTIME HOURS THAT WERE WORKED AND NOT PAID AT TIME AND A HALF. DRAFT AND SEND CORR TO MEDIATOR WITH EXPLANATION AND ATTACHMENTS W/ MARKUPS. RESEARCH DEVELOPMENTS IN INDIE K LAW IN LAW 360.	3.00	725	2,175.00
09/14/21	NBB	REVIEW DOCS, ANALYZE, ADVISE AJ RE SETTLEMENT ISSUES.	2.00	795	1,590.00
09/14/21	ND	REVIEW AND ANALYZE EXPERT REPORT ON PENALTIES FOR AGGRIEVED EMPLOYEES AND INDIVIDUAL DAMAGES FOR PAGA REPS. ANALYZE EXHIBITS TO MEDIATION BRIEF. CALLS QITH MULTIPLE PLAINTIFFS TO DISCUSS MEDIATION PROCESS.	3.30	695	2,293.50
09/15/21	AJB	RESEARCH STATUS OF DOE AMENDMENT. REVIEW/ANALYZE INTERNAL CORR RE SAME. REVIEW SECONDARY SOURCES AS TO DEVELOPMENTS IN AB5 ISSUES, INCLUDING RETROACTIVE APPLICATION AND WHETHER BORELLO TEST APPLIES. REVIEW MEDIATION BRIEF AND PREP FOR MEDIATION.	5.00	725	3,625.00
09/15/21	ND	REVIEW PREVIOUS PAGA SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION AND STRATEGY.	1.90	695	1,320.50
09/16/21	SB	ATTEND MEDIATION	8.00	325	2,600.00
09/16/21	AJB	PREP AND APPEAR FOR MEDIATION.	12.00	725	8,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/17/21	JH	REVIEW DRAFT MOU; DISCUSS MEDIATION	0.50	550	275.00
09/17/21 15	KN	REVIEW MOU; ADVISE AJ	0.50	750	375.00
09/17/21	ND	REVIEW AND ANALYZE MOU TERMS. CALCULATE EACH INDIVIDUAL SHARE OF ALL 10 PAGA PLAINTIFFS. CALLS TO EACH PLAINTIFF REGARDING SETTLEMENT SHARE AND MOU TERMS. SEND MOU TO 10 PLAINTIFFS.	3.20	695	2,224.00
09/18/21	ND	FOLLOW UP CALLS TO PLAINTIFFS REGARDING MOU SIGNATURES.	1.50	695	1,042.50
09/20/21	AJB	REVIEW/SIGN/CIRCULATE MOU. REVIEW COURT DOCKETS/DATES - ANALYZE STEPS TO COMPLY WITH ORDERS/PROCEDURES OF COURT GOING FORWARD.	1.00	725	725.00
09/24/21	NBB	REVIEW MOU, ANALYZE DRAFT. OUTLINE LONG FORM.	2.75	795	2,186.25
10/06/21	CL	RECEIPT AND REVIEW DECLARATION OF DUE DILIGENCE RE: SERVICE OF AOUN AS DOE 1 AND DOE 2.	0.30	495	148.50
10/08/21	CL	REVIEW AND ANALYZE SUBSTITUTION OF ATTORNEY.	0.30	495	148.50
10/08/21	RE	REVIEW MOU; ANALYZE IN PREPARATION TO DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	1.00	475	475.00
10/09/21	RE	BEGIN DRAFTING LONG FORM PAGA SETTLEMENT AGREEMENT	1.50	475	712.50
10/11/21	RE	CONFER W AJ RE STATUS OF POTENTIAL CONSOLIDATION OF HEUKLOM AND SEVERIANO MATTERS	0.30	475	142.50
10/11/21	RE	REVIEW FILE; DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	5.50	475	2,612.50
10/11/21	RE	BEGIN DRAFT OF INDIVIDUAL SETTLEMENT AGREEMENT	1.50	475	712.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/11/21	RE	EMAIL TO ATTORNEY CL RE STATUS OF AMENDED PAGA NOTICE TO LWDA RE ADDITIONAL PLAINTIFFS IN HEUKLOM ACTION	0.40	475	190.00
10/12/21	AJB	REVIEW/ANAYLZE CMC STATEMENT DRAFTS. DRAFT/SEND EMAIL TO ASSOCIATES ADVISING OF SOPS IN RELATION TO CMC APPEARANCE STATEMENT. REVIEW/ANALYZE RESPONSE. DRAFT/SEND EMAIL TO CLARIFY FIRM'S SOP AS TO CMCS ESPECIALLY AS IN REGARD TO THIS CASE'S APPEARANCE. ANALYZE NEXT STEPS/DEADLINES/COMPLIANCE WITH COURT RULES/PROCEDURES.	2.00	725	1,450.00
10/12/21	RE	REVIEW, EDIT & FINALIZE INITIAL DRAFT OF LONG FORM PAGA SETTLEMENT AGREEMENT	1.75	475	831.25
10/12/21	RE	FINISH INITIAL DRAFT OF INDIVIDUAL SETTLEMENT AGREEMENT (COMPREHENSIVE/ALL PLAINTIFFS)	2.50	475	1,187.50
10/12/21	RE	EMAIL TO NBB & KN RE PAGA AND INDIVIDUAL SETTLEMENT AGREEMENT DRAFTS; ATTACH DRAFT AGREEMENTS FOR THEIR REVIEW AND COMMENT/SUGGEST CHANGES	0.40	475	190.00
10/15/21	RE	REVISE LONG FORM SETTLEMENT AGREEMENT AND LONG FORM INDIVIDUAL SETTLEMENT AGREEMENT; MAKE REDLINE OF BOTH; FORWARD TO NB OF FURTHER REVIEW	1.00	475	475.00
10/18/21	AR	TELECONFERENCE WITH CTL AND HD REGARDING STATUS UPDATE.	0.30	475	142.50
10/18/21	AR	REVIEW FILE FOR STATUS; DRAFT, FILE AND SERVE CASE MANAGEMENT STATEMENT.	0.80	475	380.00
10/19/21	AR	REVIEW DOCKET FOR STATUS OF SUBSTITUTION; MULTIPLE CORRESPONDENCE REGARDING SERVICE.	0.50	475	237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/19/21	CL	REVIEW AND ANALYZE ORDER CONTINUING CMC; DRAFT NOTICE OF CMC; EMAIL TO D. REISS AND REVIEW AND ANALYZE DOCKET TO DETERMINE WHETHER SUBSTITUTION OF ATTORNEY WAS FILED.	0.80	495	396.00
11/03/21	RE	CONFER W ND RE INDIVIDUAL SETTLEMENT AMOUNTS; CALCULATE INDIVIDUAL SETTLEMENT AMOUNTS AS A % OF HOURS WORKED PER SETTLEMENT AGREEMENT; EMAIL TO ND RE SAME	1.25	475	593.75
11/03/21	AR	REVIEW AND OUTLINE FILE REGARDING AMENDED COMPLAINT; COMPILE LIST OF ADDITIONAL REPS; DRAFT SUMMARY.	0.60	475	285.00
11/03/21 17	KN	REVIEW & REVISE AGREEMENT; IDENTIFY AND ANALYZE REMAINING ISSUES; MEMO TO TSTAFF	2.30	750	1,725.00
11/04/21	RE	CONFER W ND, KN & NBB RE INDIVIDUAL SETTLEMENT AGREEMENT ISSUES; DRAFT SEPARATE INDIVIDUAL SETTLEMENT AGREEMENTS RE SHANNON HEUKLOM, MICHAEL BURRIS, ERIC SEVERIANO, JONATHAN RUSHING, CASSIE COLEMAN, JANICE CAHAMBING, ROSEMARIE BERSABE, LAUREN POPPEN, NICOLE MARIE SACHKAR AND KELSEY ADAMS	2.75	475	1,306.25
11/04/21	NBB	REVIEW PAGA SETTLEMENT AGREEMENT. ANALYZE, ADVISE KN.	2.75	795	2,186.25
11/05/21	RE	RE-CALCULATE GROSS, NET AND ATTORNEY'S FEES AMOUNTS TO EXACT AMOUNT; REVISE ALL INDIVIDUAL SETTLEMENT AGREEMENTS ACCORDINGLY; FORWARD TO KN WITH COMPUTATION FOR REVIEW	2.25	475	1,068.75
11/05/21 15	KN	REVIEW REVISIONS TO AGREEMENT AND CALCULATIONS BY RE; RESPOND	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/08/21	RE	REVIEW FILE; BEGIN DRAFT OF CONSOLIDATED COMPLAINT	2.50	475	1,187.50
11/09/21	NBB	REVIEW INDIVIDUAL AGREEMENTS, ANALYZE FOR FINAL. ADVISE RE AND KN.	1.75	795	1,391.25
11/10/21	RE	CONFER W KN RE INDIVIDUAL AGREEMENT DRAFTS; FORWARD ALL INDIVIDUAL AGREEMENT DRAFTS TO DEFENSE COUNSEL FOR REVIEW AND PROPOSED CHANGES	0.30	475	142.50
11/23/21	RE	FOLLOW UP W DEFENSE COUNSEL RE STATUS OF LONG FORM PAGA AND INDIVIDUAL SETTLEMENT AGREEMENTS	0.30	475	142.50
11/23/21	RE	CONTINUE DRAFTING CONSOLIDATED PAGA ONLY COMPLAINT DRAFT	2.10	475	997.50
11/24/21	RE	FINISH DRAFT OF PAGA ONLY CONSOLIDATED COMPLAINT; CREATE REDLINE; FORWARD TO KN FOR REVIEW	1.50	475	712.50
12/20/21	NBB	REVIEW SETTLEMENT AGREEMENT. ANALYZE, ADVISE KN.	1.25	795	993.75
01/05/22	RE	CONFER W KN RE STATUS OF CONSOLIDATED PAGA ONLY COMPLAINT; FORWARD DRAFT OF CONSOLIDATED COMPLAINT/REDLINE TO DEFENSE COUNSEL FOR REVIEW	0.30	475	142.50
01/05/22 17	KN	REVIEW & REVISE PAGA AGREEMENT; EMAIL DEF; REVIEW CONSOLIDATED COMPLAINT DRAFT	1.50	750	1,125.00
01/11/22	RE	EMAIL FROM D/C RE D'S REDLINES TO LONG FORM AGREEMENT(S); REVIEW & ANALYZE REDLINES CHANGES TO INDIVIDUAL AGREEMENT; EMAIL TO KN RE SAME	0.50	475	237.50
01/11/22	CL	RECEIPT AND REVIEW ORDER FROM COURT CONTINUING CMC; REVIEW AND ANALYZE REGISTRY OF ACTION RE: COUNSEL OF RECORD FOR	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PURPOSES OF CORRECT SERVICE.			
01/11/22	NBB	REVIEW REVISIONS TO SETTLEMENT AGREEMENT, ANALYZE, ADVISE KN/RE	2.75	795	2,186.25
01/11/22 17	KN	REVIEW & REVISE PAGA AGREEMENT; RESPOND TO DEF	1.00	750	750.00
01/13/22	RE	REVIEW FILE; REVIEW FINAL SETTLEMENT AGREEMENT; BEGIN DRAFTING MOTION TO APPROVE PAGA SETTLEMENT	3.50	475	1,662.50
01/13/22	AR	MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL; REVIEW DOCKET AND DRAFT CORRESPONDENCE REGARDING CMC.	0.40	475	190.00
01/13/22 17	KN	REVIEW & REVISE FORM FOR INDIVIDUAL AGREEMENTS	1.00	750	750.00
01/17/22	RE	DRAFT MOTION TO APPROVE PAGA SETTLEMENT	3.25	475	1,543.75
01/17/22	RE	DRAFT PROPOSED ORDER RE MOTION TO APPROVE PAGA SETTLEMENT	1.00	475	475.00
01/17/22 15	KN	REVIEW STATUS AND DRAFT MOTION; ADVISE RE	0.50	750	375.00
01/18/22	RE	FINISH DRAFT OF PAGA APPROVAL MOTION, REVIEW AND FORWARD TO KN/NB FOR REVIEW	1.75	475	831.25
01/18/22	NBB	REVIEW PAGA APPROVAL MOTION PAPERS, ANALYZE FOR FINAL. ADVISE KN.	2.25	795	1,788.75
01/19/22 15	KN	REVIEW FINAL REVISIONS FROM DEF; RESPOND	0.30	750	225.00
01/20/22 15	KN	REVIEW FINAL AGREEMENTS; EMAIL DEF; MEMO TO STAFF	1.00	750	750.00
01/25/22	RE	REVIEW FILE; DRAFT STIPULATION TO CONSOLIDATE/FILE CONSOLIDATED COMPLAINT	1.75	475	831.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/25/22	AR	TELECONFERENCE WITH RE REGARDING CONSOLIDATION OF ACTIONS AND FILING CONSOLIDATED COMPLAINT.	0.40	475	190.00
01/25/22 17	KN	REVIEW & REVISE MOTION AND PROPOSED ORDEE; EMAIL DEF; REVIEW STIP	2.60	750	1,950.00
01/26/22	NBB	REVIEW PAGA APPROVAL MOTION. ANALYZE, ADVISE KN.	2.00	795	1,590.00
02/01/22 15	KN	REVIEW AND ANALYZE OSC AND DEFENDANT ISSUES; ADVISE STAFF	0.50	750	375.00
02/01/22	RE	REVIEW FILE; CONFER W KN & CL RE SERVICE OF DOE AMENDMENT RE GOFORWARD; CONFER RE REVISED SERVICE STRATEGY IN LIGHT OF CHANGE OF COUNSEL BY DEF.	1.25	475	593.75
02/01/22	RE	PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE GOFORWARD INC.; EMAIL TO CURRENT DEFENSE COUNSEL RE PREVIOUS ATTEMPT TO SERVE VIA NOTICE ON PRIOR COUNSEL; REQUEST TO SIGN UPDATED NOTICE	0.80	475	380.00
02/04/22	RE	DRAFT POS-010 PROOF OF SERVICE OF SUMMONS; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FILE IN SF SUP. CT.	0.60	475	285.00
02/08/22 15	KN	REVIEW DEF COMMENTS ON MOTION AND EMAIL; RESPOND; UPDATE MOTION	0.60	750	450.00
02/15/22 17	KN	REVIEW & REVISE MOTION AND PROPOSED ORDER PER DEFENDANT COMMENTS; PREPARE FINAL MOTION	1.80	750	1,350.00
02/15/22 10	KN	DRAFT DECLARATION ISO MOTION	2.00	750	1,500.00

TOTAL BILLED HOURS

A.J.BHOWMIK	44.00 hr @ 725.00	\$ 31,900.00
ANDREW RONAN	7.40 hr @ 475.00	\$ 3,515.00
CHRISTINE LEVU	28.10 hr @ 495.00	\$ 13,909.50
HEATHER DROSI	1.00 hr @ 250.00	\$ 250.00
JEFF HERMAN	9.50 hr @ 550.00	\$ 5,225.00
JACKLAND HOM	0.80 hr @ 295.00	\$ 236.00
KYLE NORDREHAUG	16.10 hr @ 750.00	\$ 12,075.00
NORMAN BLUMENTHAL	22.50 hr @ 795.00	\$ 17,887.50
NICK DEBLOUW	58.20 hr @ 695.00	\$ 40,449.00
RICO EHMANN	66.10 hr @ 475.00	\$ 31,397.50
SCOTT BLUMENTHAL	19.20 hr @ 325.00	\$ 6,240.00

TOTAL PROFESSIONAL SERVICES

272.90

\$163,084.50

COSTS ADVANCED

04/13/20	PAGE NOTICE FEE.	75.00
08/22/20	COMPLAINT FILING FEE	1,617.85
09/12/20	FILING FEE	35.75
09/18/20	FILING FEE	9.95
09/30/20	MESSENGER - KNOX	129.95
11/13/20	FILING FEE	155.00
11/25/20	FILING FEE.	694.85
12/12/20	FILING FEE.	98.25
12/15/20	COURTCALL RE EX PARTE APPLICATION HEARING	94.00
12/17/20	FILING FEE.	73.93
02/01/21	FILE AND SERVE EXPRESS.	32.30
02/10/21	MEDIATION FEES - JEFF ROSS.	7,000.00
03/16/21	ONE LEGAL: E-FILING PLAINTIFF'S CASE MANAGEMENT STATEMENT.	12.35
04/01/21	ONE LEGAL: STIPULATION AND ORDER STAY PENDING MEDIATION.	12.35
04/22/21	[PAGA] ONE-LEGAL FILING -STIPULATION RE DISCOVERY PENDING STAY.	37.06
06/03/21	MESSENGER - KNOX	110.75

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/17/21	ONE-LEGAL - FILE CASE MANAGEMENT STATEMENT.	12.35
06/17/21	[PAGA] ONE-LEGAL - E-FILE NOTICE OF ORDER RE CASE MANAGMENET CONFERENCE.	12.35
07/27/21	ONE LEGAL - NOTICE.	12.35
08/01/21	LEXIS NEXIS	484.00
09/18/21	BERGER CONSULTING GROUP	3,050.00
09/30/21	MESSENGER - KNOX	49.75
10/01/21	FILE AND SERVE EXPRESS.	75.00
10/12/21	LEXIS NEXIS	950.00
11/01/21	FILE AND SERVE EXPRESS.	8.00
11/05/21	FILING FEE FOR CASE MANAGEMENT STATEMENT.	12.35
11/05/21	FILING FEE FOR REVISED CASE MANAGEMENT STATEMENT.	12.35
01/03/22	FILE AND SERVE EXPRESS.	18.82
02/15/22	FILING FEES - MOTION	<u>90.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 14,976.66</u>
TOTAL CURRENT CHARGES		<u>\$178,061.16</u>

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

FEBRUARY 15, 2022

ERIC SEVERIANO

RE: CLARA MEDICAL GROUP
FILE NUMBER: CA2335.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/08/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
03/11/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	325	910.00
04/12/21	RE	REVIEW PAGA ONLY COMPLAINT DRAFT; CONFER W CL RE FILING OF COMPLAINT IN SF SUP CT.	0.75	475	356.25
04/12/21	CL	REVIEW AND ANALYZE TOLLING AGREEMENT REVISIONS; REVISE TOLLING AGREEMENT; TELEPHONE CALL WITH J. HERMAN RE: TOLLING AGREEMENT; EMAIL TO S. JANG RE: MEET AND CONFER RE PAGA PERIOD.	1.20	495	594.00
04/12/21	CL	EMAIL FROM/TO S. JANG RE TOLLING AGREEMENT.	0.30	495	148.50
04/13/21	RE	PREPARE SUMMONS AND CIVIL COVER SHEET FOR PAGA ONLY ACTION COMPLAINT	0.50	475	237.50
04/13/21	RE	REVIEW COMPLAINT RE PAGA PERIOD; REVIEW FILE RE PAGA NOTICE FILING; EMAIL TO CL RE PAGA PERIOD ISSUES	0.50	475	237.50
04/14/21	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE W AJB SIGNATURE; REVIEW, FILE VIA FILE & SERVE	0.75	475	356.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EXPRESS			
04/15/21	RE	REVIEW REJECTED FILING NOTICE; REVIEW SF LOCAL RULES; CONFERENCE WITH CLERK; RE-FILE COMPLAINT IN SF SUP CT.	0.80	475	380.00
04/28/21	RE	REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC	0.60	475	285.00
04/28/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBISTE; SAVE CONFIRMATION.	0.40	475	190.00
06/07/21	RE	REVIEW FILE; EMAIL TO DEFENSE COUNSEL RE SERVICE VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	0.20	475	95.00
06/08/21	RE	REVIEW EMAIL FROM DEFENSE COUNSEL RE SERVICE; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT FORM; SEND TO DEFENSE COUNSEL	0.80	475	380.00
07/01/21	RE	PREPARE POS 010 PROOF OF SERVICE FORM; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FILE PROOF OF SERVICE OF SUMMONS	0.60	475	285.00
07/02/21	JH	REVIEW/ANALYZE COMPLAINT	0.50	550	275.00
07/22/21	CL	TELEPHONE CALL TO S. JANG RE: JOINT CMS RE CONTINUANCE; DISCUSS WITH AJ AND JEFF DISCOVERY STAY PENDING MEDIATION WITH NURSE PRACTITIONER CASE; DRAFT JOINT CMS; EMAIL FROM S. JANG CONFIRMING CASE MANAGEMENT STATEMENT.	1.10	495	544.50
07/22/21	CL	EMAIL TO J. ROSS (MEDIATOR) RE: MEDIATION WITH THE HEUKLOM	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MATTER AND OPERATIVE COMPLAINT; EMAIL FROM S. JANG CONFIRMING BOTH MEDIATIONS TO MOVE FORWARD.			
07/22/21	JH	REVIEW DRAFT JOINT CMC STMT; DISCUSS WITH CL	0.40	550	220.00
07/26/21	JH	REVIEW DEFENDANT'S REVISIONS TO JOINT STMT	0.40	550	220.00
07/27/21	CL	[PAGA] EMAIL FROM S. KHANNA RE: MEET AND CONFER RE: NOTICE TO RELATE CASES; EMAIL TO S. KHANNA RE: STAY IN PLACE AND DISTANCE PAGA CLASS.	0.40	495	198.00
07/28/21	JH	REVIEW/ANALYZE ANSWER TO COMPLAINT	0.50	550	275.00
07/28/21	CL	CONFERENCE CALL WITH S. KHANNA AND J. SAHOURIA RE: NOTICE OF RELATED CASE; AMENDED COMPLAINT DEFENDANT GOFORWARD AND MEDIATION; EMAIL TO S. KHANNA RE: SAME.	0.80	495	396.00
07/28/21	CL	TELEPHONE CALL TO E. SEVERIANO RE: CONTRACT WITH GOFORWARD.	0.30	495	148.50
07/28/21	CL	TELEPHONE CALL TO J. RUSHING RE: CONTRACT WITH GOFORWARD'; TEXT MESSAGE TO J. RUSHING RE: SAME; EMAIL TO/FROM J. RUSHING RE: DOCUMENTS AND CONTRACTS FORWARDED; TELEPHONE CALL WITH N. DE BLOUW RE: GOFORWARD AND CLIENT DOCUMENTS.	0.90	495	445.50
07/28/21	CL	CONFERENCE CALL WITH S. KHANNA AND J. SAHOURIA RE: NOTICE OF RELATED CASE; AMENDED COMPLAINT DEFENDANT GOFORWARD AND MEDIATION; EMAIL TO S. KHANNA RE: SAME.	0.80	495	396.00
07/28/21	CL	TELEPHONE CALL TO E. SEVERIANO	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RE: CONTRACT WITH GOFORWARD.			
07/28/21	CL	TELEPHONE CALL TO J. RUSHING CONTRACT WITH GOFORWARD'; TEXT MESSAGE TO J. RUSHING RE: SAME; EMAIL TO/FROM J. RUSHING RE: DOCUMENTS AND CONTRACTS FORWARDED; TELEPHONE CALL WITH N. DE BLOUW RE: GOFORWARD AND CLIENT DOCUMENTS.	0.90	495	445.50
08/03/21	RE	CONFER W C LEVU RE DOE AMENDMENT/GOFORWARD INC.	0.40	475	190.00
08/03/21	RE	REVIEW FILE AND CORRESPONDENCE; DRAFT DOE AMENDMENT RE GOFORWARD INC; FILE IN SF SUP CT.	0.75	475	356.25
08/06/21	CL	FINALIZE LWDA NOTICE; UPLOADED NOTICE AND DOE AMENDMENT TO LWDA WEBSITE.	0.50	495	247.50
08/13/21	CL	EMAIL FROM S. KHANNA RE: MEET AND CONFER RE: 3.724 AND REQUEST TO CONTINUE CMC RE: CASE MANAGEMENT STATEMENT.	0.30	495	148.50
08/16/21	RE	EMAIL FROM C LEVU RE DOE AMENDMENT & STATUS OF SERVICE; CHECK DOCKET AND ONELEGAL FOR STATUS OF JUDGE SIGNING DOE AMENDMENT; EMAIL TO C LEVU RE SAME	0.40	475	190.00
08/16/21	RE	FURTHER CONFERRING WITH C LEVU RE SERVICE ISSUES REGARDING DOE AMENDMENT/GO FORWARD	0.40	475	190.00
08/16/21	CL	DISCUSS WITH RICO RE: SERVICE OF DOE AMENDMENTS AND NOTICE OF ACKNOWLEDGEMENT; EMAIL FROM S. KHANNA RE: ACCEPTANCE OF NOTICE OF ACKNOWLEDGMENT.	0.40	495	198.00
08/16/21	CL	EMAIL TO S. KHANNA RE: MEET AND	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONFER RE: RULE 3.724; CONFERENCE CALL FROM J. SAHOURIA AND S. KHANNA RE: JOINT CMS.			
08/16/21	CL	DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO J. SAHOURIA RE SAME.	0.50	495	247.50
08/16/21	CL	EMAIL FROM J. SAHOURIA RE: REVISIONS TO JOINT CMS; EMAIL TO J. SAHOURIA RE: FINALIZED JOINT CMS.	0.30	495	148.50
08/17/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS RE DOE DEFENDANT/GOFORWARD, INC., DRAFT NOTICE AND ACKNOWLEDGMENT OF RECEIPT; SEND TO DEFENSE COUNSEL; COORDINATE MAILING WITH T GONZALEZ	0.75	475	356.25
08/24/21	CL	[CLASS] FINALIZE NOTICE OF DOE AMENDMENT 1.	0.30	495	148.50
08/30/21	CL	[PAGA] REVIEW AND ANALYZE ORDER CONTINUING CASE MANAGEMENT CONFERENCE.	0.20	495	99.00
09/07/21	CL	REVIEW AND ANALYZE RUSHING DOCUMENTS IN PREPARATION FOR EXHIBIT BOOK FOR MEDIATION.	0.60	495	297.00
09/07/21	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; EDIT, PULL EXHIBITS; FORWARD TO AJ TO FINALIZE	2.00	475	950.00
09/08/21	CL	RECEIPT AND REVIEW CLASS NUMBER AND WORKWEEKS; EMAIL FROM D. REIS RE CLASS NUMBER AND WORKWEEKS IN PREPARATION FOR MEDIATION.	0.20	495	99.00
09/08/21	CL	EMAIL TO B. BERGER RE: PAGA PERIOD AND DATES OF EMPLOYMENT; EMAIL TO B. BERGER RE: OPERATIVE COMPLIANT.	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/08/21	CL	DISCUSS WITH AJ RE: FIRST AMENDED COMPLAINT AND STAY PENDING MEDIATION.	0.20	495	99.00
09/08/21	CL	DRAFT DOE AMENDMENT 2 - ADRIAN AOUN; LEGAL RESEARCH RE: A. AUON'S CURRENT ADDRESS; PREPARE SERVICE PACKAGE.	0.80	495	396.00
09/15/21	CL	REVIEW AND ANALYZE FILE & SERVE XPRESS RE: DOE 1 AND DOE 2 STATUS; REVIEW CASE DOCKET; DISCUSS WITH RICO RE: DOE 1.	0.50	495	247.50
09/17/21	NBB	REVIEW MOU, ANALYZE. OUTLINE PAGA AND INDIVIDUAL AGREEMENTS.	3.25	795	2,583.75
10/11/21	AR	REVIEW FILE FOR STATUS; RETRIEVE SUBSTITUTION OF ATTORNEY, DRAFT AND SUBMIT JOINT CASE MANAGEMENT STATEMENT.	1.00	475	475.00
10/11/21	AR	TELECONFERENCE WITH CTL REGARDING STATUS.	0.20	475	95.00
10/12/21	AR	REVISE AND FINALIZE DRAFT JOINT STATEMENT; FILE AND SERVE.	0.70	475	332.50
10/14/21	NBB	REVIEW PAGA SETTLEMENT AGREEMENT, ANALYZE.	2.50	795	1,987.50
10/15/21	NBB	FINAL DRAFT FOR KN. REVISE, ANALYZE.	2.00	795	1,590.00
12/13/21	AR	REVIEW FILE FOR STATUS; DRAFT JOINT STATEMENT AND CIRCULATE TO OPPOSING COUNSEL.	0.80	475	380.00
12/13/21	AR	REVISE, FINALIZE AND FILE JOINT STATEMENT.	0.60	475	285.00
12/14/21	CL	RECEIPT AND REVIEW NOTICE OF CONTINUING CMC.	0.20	495	99.00
01/03/22	NBB	REVIEW DOCS, ANALYZE, ADVISE KN.	1.00	795	795.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/25/22	CL	DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO D. REISS RE: JOINT CMS.	0.70	495	346.50
02/01/22	CL	REVIEW AND ANALYZE ORDER TO SHOW CAUSE WHY PROOF OF SERVICE WAS NOT FILED OR DEFAULT TAKEN FOR GO-FORWARD, INC. AND ADRIAN AOUN; EMAIL TO KNOX RE: STATUS OF SERVICE; DISCUSS WITH AJ AND KYLE RE: SAME.	0.60	495	297.00
02/01/22	CL	REVIE AND ANALYZE LOCAL RULES RE: REQUEST FOR DISMISSAL; DISCUSS WITH RICO DISMISSAL PROCEDURE FOR SFSC; REVIEW AND ANALYZE DEPT 302 RULES FOR REQUESTING EX PARTE.	0.60	495	297.00
02/02/22	CL	DRAFT, FINALIZE AND FILE REQUEST FOR DISMISSAL OF A. AUON.	0.70	495	346.50

TOTAL BILLED HOURS

ANDREW RONAN	3.30 hr @ 475.00	\$ 1,567.50
CHRISTINE LEVU	15.60 hr @ 495.00	\$ 7,722.00
JEFF HERMAN	1.80 hr @ 550.00	\$ 990.00
NORMAN BLUMENTHAL	8.75 hr @ 795.00	\$ 6,956.25
RICO EHMANN	10.60 hr @ 475.00	\$ 5,035.00
SCOTT BLUMENTHAL	5.60 hr @ 325.00	\$ 1,820.00

TOTAL PROFESSIONAL SERVICES

45.65

\$ 24,090.75

COSTS ADVANCED

01/05/21	PAGA FILING FEE	75.00
05/03/21	FILE AND SERVE EXPRESS.	457.00
07/02/21	ONELEGAL/FILING FEE	80.56
07/06/21	ONELEGAL/FILING FEE	12.35
08/04/21	FILING FEE/ONELEGAL FEE	80.04
08/09/21	FILING FEE/ONELEGAL FEE	74.12

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/30/21	MESSENGER - KNOX	113.75
09/30/21	MESSENGER - KNOX	180.75
10/01/21	FILE AND SERVE EXPRESS.	75.00
12/28/21	FILING FEE FOR CASE MANAGEMENT STATEMENT.	<u>12.35</u>
	TOTAL COSTS ADVANCED	<u>\$ 1,160.92</u>
TOTAL CURRENT CHARGES		<u>\$ 25,251.67</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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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

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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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 #5

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WRITERS EXT:

1004

April 15, 2020
CA1965

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Clara Medical Group, P.C.
Certified Mail # 70142120000378197011
Adrian Aoun
660 4th St., #202
San Francisco, CA 94107

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who worked for Defendant Clara Medical Group, P.C. in California as Nurse Practitioners and who were classified as independent contractors during the time period of April 15, 2019 until a date as determined by the Court. Our offices represent Plaintiffs Shannon Heuklom and Michael Burris (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against Defendant Clara Medical Group, P.C. (“Defendant”). Plaintiff Heuklom was employed by Defendant in California from October of 2017 to January of 2020 and was classified by Defendant as an independent contractor. Plaintiff Burris has been employed by Defendant in California since March of 2020 and classified as an independent contractor. However, the job duties of Plaintiffs and other Aggrieved Employees do not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiffs and other Aggrieved Employees. Plaintiffs and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiffs and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiffs 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.

Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiffs, 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 Statute of 2004 on behalf of Plaintiffs 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.

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1004

March 29, 2021
CA1965

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Clara Medical Group, P.C.
Online Filing

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San Francisco, CA 94111

Certified Mail # 70203160000068263237

Amended Notice For LWDA, Case No. LWDA-CM-783223-20

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233. 246, 248.5, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Shannon Heuklom (“Heuklom”), Michael Burris (“Burris”), Rosemarie Bersabe (“Bersabe”), Janice Cahambing (“Cahambing”), Cassandra Coleman (“Coleman”), Lauren Poppen (“Poppen”), Nicole Marie Sachkar (“Sachkar”), and Kelsey Adams (“Adams”) (collectively referred to as “Plaintiffs”) and other Aggrieved Employees in a lawsuit against Defendant Clara Medical Group, P.C. (“Defendant”).

“Aggrieved Employees” refers to all individuals who worked for Defendant Clara Medical Group, P.C. in California as Nurse Practitioners and who were classified as independent contractors during the time period of April 15, 2019 until a date as determined by the Court.

Heuklom and Burris originally sent a PAGA Notice on April 15, 2020 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California *Labor Code* section 2699, *et seq.*

This Amended Notice is intended to amend the original PAGA notice to add Bersabe, Cahambing, Coleman, Poppen, Sachkar, and Adams as Aggrieved Plaintiffs. In addition, this Amended Notice seeks to include additional allegations stemming from Defendant’s failure to pay all wages, including wages for sick leave taken to Aggrieved Employees, in compliance with *Labor Code* sections 203 and 204.

Plaintiffs were employed by Defendant in California from during the period of April 15, 2020 to present and were misclassified by Defendant as an independent contractor. However, the job duties of Plaintiffs and other Aggrieved Employees do not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiffs and other Aggrieved Employees. Plaintiffs and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiffs and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiffs 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. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194,

1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

The Health Workplace Healthy Family Act of 2014, Labor Code section 245 *et seq.*, mandates that Defendant pay Plaintiffs and the other Aggrieved Employees sick leave taken at their regular rate of pay. Defendant however failed to pay Plaintiffs and the other Aggrieved Employees sick leave at their regular rate of pay in violation of *Labor Code* sections 203 and 204. Plaintiffs and the Aggrieved Parties when sick were not compensated and went without pay. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated First Amended Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233. 246, 248.5, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This amended notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiffs, 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 Plaintiffs 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

**January 5, 2021
CA2335**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Clara Medical Group, P.C.
Certified Mail #70200640000074883641
Adrian Aoun
660 4th St., #202
San Francisco, CA 94107**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2570.3 *et seq.*, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who worked for Defendant Clara Medical Group, P.C. in California as Care Coordinators and who were classified as independent contractors during the time period of January 5, 2020 until a date as determined by the Court. Our offices represent Plaintiffs Eric Severiano and Jonathan Rushing (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against Defendant Clara Medical Group, P.C. (“Defendant”). Plaintiff Severiano has been employed by Defendant in California since March of 2018 and has been classified by Defendant as an independent contractor. Plaintiff Rushing has been employed by Defendant in California since September of 2018 and classified as an independent contractor. However, the job duties of Plaintiffs and other Aggrieved Employees do not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiffs and other Aggrieved Employees. Plaintiffs and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. As a result, Plaintiffs and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiffs 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. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant

violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Restations Accounting unit with an identification of the Plaintiffs, 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 Plaintiffs 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037

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Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

August 6, 2021

CA2335

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Clara Medical Group, P.C.
Certified Mail #70203160000075433371
JACKSON LEWIS P.C.
Scott P. Jang
Janelle Sahouria
50 California Street, 9th Floor, San
Francisco, CA 94111-4615

GOFORWARD, Inc.
Certified Mail #70203160000075433388
Adrian Aoun
660 4th St., #202
San Francisco, CA 94107

RE: Amended Notice For LWDA Case No. CM-817878-21

Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 226(a), 226.7, 226.8, 510, 512, 1194, 1198, 2802,
Violation of Applicable Industrial Welfare Commission Wage Order(s),
and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Eric Severiano and Jonathan Rushing (“Plaintiffs”), and other aggrieved employees in a lawsuit against Clara Medical Group, P.C. and Goforward, Inc., DOE 1 (“Defendant”).

This Notice is intended to amend Plaintiffs’ original PAGA Notice to add an additional DOE Defendant. Plaintiffs sent a PAGA Notice on January 5, 2021 to Clara Medical Group, P.C.. On August 3, 2021, Plaintiffs filed an Amendment to Complaint designating Goforward, Inc. as DOE 1 (A true and correct copy of the Amendment to Complaint is attached hereto as Exhibit #1).

“Aggrieved Employees” refers to all individuals who worked for Clara Medical Group, P.C. and/or Goforward, Inc. in California as Care Coordinators and who were classified as independent contractors during the time period of January 5, 2020 until a

date as determined by the Court. Plaintiff Severiano has been employed by Defendant in California since March of 2018 and has been classified by Defendant as an independent contractor. Plaintiff Rushing has been employed by Defendant in California since September of 2018 and classified as an independent contractor. However, the job duties of Plaintiffs and other Aggrieved Employees do not entitle Defendant to claim any exemption from minimum wages, overtime wages, meal and rest periods and reimbursement of business expenses as to Plaintiffs and other Aggrieved Employees. Plaintiffs and Aggrieved Employees should have been classified by Defendant as non-exempt employees entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. As a result, Plaintiffs and other Aggrieved Employees worked time for which they were unlawfully not paid the correct compensation. Further, Defendant unlawfully failed to record and pay Plaintiffs 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. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 226.8, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce

Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 has already been paid to the Department of Industrial Relations Accounting unit with an identification of the Plaintiffs, 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 Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Class Action Settlement Administration

Estimate #:	14080	Prepared By:	Michael Sutherland
Estimate Date:	11/4/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client:	<u>Attorney</u> Kyle Nordrehaug	Attorney/Client:	<u>Attorney</u>
Firm:	Blumenthal Nordrehaug & Bhowmik	Firm:	
Email:	kyle@bamlawca.com	Email:	

Case Name: Clara Medical: Distribution

Not to Exceed Fee:	\$3,400
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Terms:

1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	75	Undeliverable Rate:	10%
Response Rate:	0%	Call Rate:	N/A
Mailing Document Language:	English	Redistribution:	None
Reminder Post Card	No	States	One
Unclaimed Funds	State	Tax Reporting	One Year

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	1	\$75.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$215.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members- 1099's-- File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation.			
Category	Unit Value	# of Units	Total
E-mail set-up and send includes 1 reminder	\$250.00	1	\$250.00
Text set-up and send includes 1 reminder	\$250.00	1	\$250.00
Disbursement Data Preparation	\$140.00	2	\$280.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
NCOA	\$20.00	1	\$20.00
Print & Mail-Check, 1099/W-2/ 1- Page notice included	\$4.00	75	\$300.00
Postage	\$0.58	75	\$43.50
Reminder to cash check-Post card	\$1.00	38	\$37.50
Postage	\$0.36	38	\$13.50
Process Returned Checks	\$0.50	15	\$7.50
Skip Trace Search Undeliverable Checks	\$5.00	15	\$75.00
Remail Checks	\$5.00	15	\$75.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee - 1 Year	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$4.50	1	\$4.50
Postage	\$0.58	1	\$0.58
Total			\$3,282.08



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Class Action Settlement Administration

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Total			\$125.00

Postage	\$43.50	Total Case Costs	\$3,622.08
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All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning