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Attorneys for Plaintiffs

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

XAVIER DREMEE, CHRISTINA
BONNIWELL, and ALEXIS MONROE,
individually, on behalf of themselves and
on behalf of all persons similarly situated,

Plaintiff,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2021-00007280-CU-OE-CTL

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

Hearing Date: September 21, 2023
Hearing Time: 9:30 a.m.

Judge: Hon. Gregory W. Pollack
Dept: 71

Action Filed: February 19, 2021
Trial Date: Vacated

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Aurora San Diego,
9 LLC (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant in California who were classified as non-exempt employees during the Class Period” of
13 July 30, 2019 to August 16, 2022; (3) provisionally appointing Plaintiffs as the representatives of
14 the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit
15 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5)
16 approving the form and method for providing class-wide notice; (6) directing that notice of the
17 proposed settlement be given to the Class; (7) appointing ILYM Group as the Administrator; and
18 (8) scheduling a final approval hearing date proposed for February 16, 2024 to consider Plaintiffs’
19 motion for final approval of the settlement and entry of the Judgment, and Plaintiffs’ motion for
20 approval of attorneys' fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully
21 executed Class Action and PAGA Settlement Agreement and Stipulation to Modify Agreement
22 (collectively the “Agreement”) along with exhibits thereto. The form of the Agreement is based
23 upon the Los Angeles County Superior Court model form for a class and PAGA settlement. This
24 Declaration incorporates by reference the definitions in the Agreement, and all terms defined
25 therein shall have the same meaning as set forth in the Agreement.

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1 Fairness of Settlement

2 3. As consideration for this Settlement, the Gross Settlement Amount is Five Hundred
3 Thousand Dollars (\$500,000.00) to be paid by Defendant, as set forth in the Agreement. The Gross
4 Settlement Amount will settle all issues pending in the Action between the Parties and will be made
5 in full and final settlement of the Released Class Claims. The Gross Settlement Amount includes
6 all payments of Individual Class Payments to the Participating Class Members, Administration
7 Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
8 Class Representative Service Payments, and the PAGA Penalties. The Gross Settlement Amount
9 does not include the employer's share of payroll taxes which will be separately paid by Defendant.
10 The Settlement is all-in with no reversion to Defendant and no need to submit a claim form.

11 4. The relief provided in the Settlement will benefit all members of the Class. The
12 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
13 Payments to the Class Members are all determined under a neutral methodology. Each
14 Participating Class Member will receive the same opportunity to participate in and receive payment
15 through a neutral formula that is based upon the pay periods worked by that individual.

16 5. On June 16, 2022, the Parties participated in an all-day mediation presided over by
17 Mark Rudy, a respected and experienced mediator of wage and hour representative and class
18 actions. In preparation for the mediation, Defendant provided Class Counsel with necessary
19 information for the members of the Class, including time punch data, payroll data and information
20 concerning the composition of the Class. Plaintiffs analyzed the data with the assistance of
21 damages expert, Berger Consulting, and prepared and submitted a mediation brief and damage
22 valuation to the Mediator. Following this all-day mediation, the Parties agreed to this Settlement.
23 The final settlement terms were negotiated and set forth in the Agreement now presented for this
24 Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair,
25 reasonable and adequate.

26 6. Based upon the 638 Class Members who collectively worked 20,000 pay periods at
27 the time of mediation, the Gross Settlement Amount provides a value of \$783 per Class Member
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1 and \$25 per pay period and the Net Settlement Amount provides an average recovery of \$260.71
2 per Class Member and a recovery of \$8.31 per pay period (not including the PAGA Penalties). The
3 calculations to compensate for the amount due to the Class Members at the time this Settlement was
4 negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class
5 Counsel analyzed the data for putative class members and determined the potential maximum
6 damages for the class claims. For the Class, the maximum value of the claim for unpaid wages due
7 to off the clock work was potentially \$729,396, the maximum potential damages for unpaid meal
8 premiums were estimated to be \$1,695,249 based upon an alleged 55% violation rate and after
9 deducting the meal period premiums paid by Defendant, the maximum potential rest period
10 damages were estimated to be \$1,800,305 based upon the same alleged 55% violation rate, and the
11 maximum potential damages for failure to provide expense reimbursement were calculated to be
12 \$87,400. In total, the damages for the Class were calculated to have a maximum potential total
13 value of \$4,312,350. In addition, Plaintiff calculated that the maximum value of the potential
14 waiting time penalties were \$2,404,642, and the maximum value of the potential wage statement
15 penalties were \$1,700,900.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure
16 theories. Consequently, the Gross Settlement Amount represents more than 11.5% of the potential
17 maximum damages at issue for the Class in this case, assuming these amounts could all be proven
18 in full at trial.² The above maximum calculations should then be adjusted in consideration for both
19 the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
20 amount of the Settlement as compared to the potential value of the claims, the Settlement is most

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22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
23 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendants, including, a good faith dispute defense as to whether any wages
25 were owed given Defendant's position that Plaintiffs were properly compensated. *See Nordstrom*
26 *Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if
the employer and employee have a good faith dispute as to whether and when the wages were
due.").

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
the Decl. Nordrehaug at ¶ 33.

1 certainly fair and reasonable.

2
3 Procedural History of the Litigation

4 7. On July 30, 2020, Plaintiff Xavier Dremee filed with the LWDA and served on
5 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations
6 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations, and
7 on January 7, 2021, Plaintiff Dremee filed with the LWDA and served on Defendant and Signature
8 Healthcare Services, LLC an additional notice under Labor Code section 2699.3 identifying the
9 alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for
10 various Labor Code violations (collectively the “PAGA Notices”). A true and correct copy of the
11 PAGA Notices sent by Plaintiff Dremee is attached hereto as Exhibit #3. On February 19, 2021,
12 Plaintiff Xavier Dremee commenced this Action by filing a Complaint against Defendant in the
13 Superior Court of the State of California, County of San Diego. This class action Complaint
14 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
15 Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§
16 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§
17 510, 1194 & 1198; (4) failure to provide required meal periods in violation of California Labor
18 Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code
19 §§ 226.7 and 512; (6) failure to reimburse employees for required expenses in violation of
20 California Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation
21 of California Labor Code § 226; (8) failure to provide wages when due in violation of California
22 Labor Code §§ 201, 202 and 203; and, (9) a representative claim under PAGA.

23 8. On April 7, 2021, Plaintiff Xavier Dremee filed a First Amended Complaint alleging
24 causes of action against Defendant. On June 9, 2021, Defendant filed the Motion to Compel
25 Arbitration, Dismissal of Class Claims, and Stay of PAGA Claims. On June 25, 2021, Plaintiff
26 Xavier Dremee filed a Request and [Proposed] Order for Dismissal of Class Claims Without
27 Prejudice and Individual Claims Without Prejudice. The Request was granted on June 30, 2021.

1 9. As part of the Agreement, the Parties agreed to stipulate to the filing of the Second
2 Amended Complaint which will re-allege class-wide causes of action against Defendant and add
3 Christina Bonniwell and Alexis Monroe as additional class representatives. In the Second
4 Amended Complaint, Plaintiffs asserted claims against Defendant for: (1) unfair competition in
5 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation
6 of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of
7 California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
8 violation of California Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
9 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse employees for required
10 expenses in violation of California Labor Code § 2802; (7) failure to provide accurate itemized
11 wage statements in violation of California Labor Code § 226; (8) failure to provide wages when due
12 in violation of California Labor Code §§ 201, 202 and 203; and, (9) a representative claim under
13 PAGA. The Second Amended Complaint was filed August 17, 2023 and is the operative complaint
14 in the Action (the "Operative Complaint").

15 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including production of documents, class data, and other information, allowing for the full and
17 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained both
18 formal and informal discovery, which included the production and analysis of hundreds of pages of
19 relevant documents. The information for mediation obtained by Plaintiffs included: (1) data
20 concerning the class; (2) payroll data and time punch data for the class; (3) Defendants' wage and
21 hour policies and job descriptions; (4) the employment file for the Plaintiffs; and, (5) samples of
22 wage statements provided by Defendants. As such, Class Counsel received the data and
23 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
24 claims for the Class.

25 11. Class Counsel has extensive experience in litigating wage and hour class actions in
26 California. The Parties have vigorously litigated the Actions since inception. During the course of
27 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
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1 Defendant have engaged in substantial research and investigation in connection with the Action.
2 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action
3 and utilized an expert to perform an analysis of the data and valuation of the claims.

4 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
5 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
6 documents and information in connection with the Action. On June 26, 2022, the Parties
7 participated in an all-day mediation presided over by Mark Rudy, a respected and experienced
8 mediator of wage and hour class actions. Following the mediation, each side, represented by its
9 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
10 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms
11 of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
12 contentious.

13 13. Although a settlement has been reached, Defendants deny any liability or
14 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
15 any purpose other than settlement, the Actions are appropriate for class and/or representative
16 treatment. Defendants contend, among other things, that they have properly classified and
17 compensated the Class Members and complied at all times with the California Labor Code,
18 applicable Wage Order, and all other laws and regulations. Further, Defendants contend that class
19 certification is inappropriate for any reason other than for settlement. Plaintiff contends that
20 Defendants violated California wage and hour laws. Plaintiff further contends that the Action is
21 appropriate for class certification on the basis that the claims meet the requisites for class
22 certification. Without admitting that class certification is proper, Defendants have stipulated that
23 the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.13.) The Parties
24 agree that certification for settlement purposes is not an admission that class certification is proper.
25 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
26 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
27 stipulate and agree that the requisites for establishing class certification with respect to the Class are
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1 satisfied.

2 14. Class Counsel has conducted a thorough investigation into the facts of the class
3 action. Over the course of more than two years, Class Counsel diligently evaluated the Class
4 Members' claims against Defendant. Prior to the settlement negotiations, counsel for Defendant
5 provided Class Counsel with access to necessary information for the Class. In addition, Class
6 Counsel previously negotiated settlements with other employers in actions involving nearly
7 identical issues and analogous defenses. Based on the foregoing data and their own independent
8 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant
9 on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of
10 the Class in light of all known facts and circumstances, including the risk of significant delay,
11 defenses asserted by Defendant, and potential appellate issues.

12
13 Settlement Terms and Plan of Allocation

14 15. The Gross Settlement Amount is Five Hundred Thousand Dollars (\$500,000) .
15 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the
16 following elements: (1) payment of the Individual Class Payments to the Participating Class
17 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
18 Administration Expenses Payment; (4) the Class Representative Service Payments to Plaintiffs; and
19 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not
20 include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount
21 shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

22 16. Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross
23 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual
24 Class Payments to Participating Class Members along with the other Court-approved distributions
25 shall be made by the Administrator within fourteen (14) days after Defendant fully funds the Gross
26 Settlement Amount. (Agreement at ¶ 5.1.)

27 17. The amount remaining in the Gross Settlement Amount after the deduction of
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1 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class
2 Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses
3 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be
4 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.)
5 From the Net Settlement Amount, the Individual Class Payment for each Participating Class
6 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Pay
7 Periods worked by all Participating Class Members during the Class Period and (b) multiplying the
8 result by each Participating Class Member's Pay Periods. (Agreement at ¶ 3.2(e).) Pay Periods will
9 be based on Defendant's records; however, Class Members will have the right to challenge the
10 number of Pay Periods.

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

20 19. A Participating Class Member must cash his or her Individual Class Payment check
21 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
22 180 days will be voided and any funds represented by such checks to to the California Controller's
23 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
24 subject to the requirements of California Code of Civil Procedure Section 384, subd. (Agreement at
25 ¶ 5.4.)

26 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
27 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
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1 for settlement administration in an amount not to exceed \$17,000. (Agreement at ¶ 3.2(c).)

2 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
3 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
4 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
5 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
6 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
7 each to the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).)

8 22. Subject to Court approval, One Hundred Thousand Dollars (\$100,000) will be paid
9 from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys
10 General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express
11 requirements of Labor Code § 2699(i), the PAGA Penalties shall be allocated as follows: 75%
12 (\$75,000) shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
13 of the civil penalties and 25% (\$25,000) allocated to the Individual PAGA Payments to be
14 distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
15 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has
16 been served with this motion and the Agreement.

17
18 Risks of Continued Litigation and Standards for Approval

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

26 24. Here, a number of defenses asserted by Defendant present serious threats to the
27 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
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1 complied with all applicable laws. Defendant argued that all work time was paid for. Defendants
2 contended that their meal and rest period policies fully complied with California law, that
3 Defendant's timekeeping system recorded meal periods, and that all meal periods were provided.
4 Defendant's could argue its payment of significant meal period premiums was evidence of legally
5 compliance practices. Further, Defendant argued that Defendant was not required to record rest
6 periods. As to expenses reimbursement, Defendant maintained that employees were not required to
7 use their cell phones and any use of their cell phone was voluntary for their convenience and
8 therefore not subject to Labor Code §2802. Defendant argued that the decisions in *Brinker v.*
9 *Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096,
10 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened
11 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
12 Defendant also argues that based on its facially lawful practices, they acted in good faith and
13 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
14 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially
15 reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome,
16 Defendant maintains these defenses have merit and therefore present a serious risk to recovery by
17 the Class

18 25. There was also a significant risk that, if the Actions were not settled, Plaintiff would
19 be unable to obtain class certification and thereby not recover on behalf of any employees other
20 than themselves. Defendant argued that the individual experience of each putative class member
21 varied with respect to the claims. Defendant could also contest class certification by arguing injury
22 and good faith were case-by-case determinations that precluded class certification. Plaintiff is
23 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
24 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Defendant
25 also maintained that arbitration agreements with class waivers signed by the Class Members would
26 prevent certification of a class. Finally, even if class certification was successful, as demonstrated
27 by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1
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1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
2 been certified. While other cases have approved class certification in wage and hour claims, class
3 certification in this action would have been hotly disputed and was by no means a foregone
4 conclusion.

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

8 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
9 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
10 3.2(a).) Plaintiffs performed their duties admirably by working with Class Counsel. In support,
11 Plaintiffs' declarations addresses their work and service on behalf of the Class. For purposes of this
12 preliminary approval stage, the requested service award of \$10,000 is well within the accepted
13 range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*,
14 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member
15 payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D.
16 Cal. 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*
17 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)
18 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*
19 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding
20 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
21 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime
22 class action and a pool of \$100,000 in enhancements). As explained in *Glass*, service awards are
23 routinely awarded to class representatives to compensate the employees for the time and effort
24 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
25 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
26 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards.

27 28. The stage of the proceedings at which this Settlement was reached also militates in
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1 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
2 conducted a thorough investigation into the facts of the class action. Class Counsel began
3 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an
4 investigation of the claims and conducted a review and analysis of the relevant documents and data.
5 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
6 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
7 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
8 the likelihood of success on the merits and the results that could be obtained through further
9 litigation.

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

18
19 Class Certification Issues

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

24 All individuals who are or previously were employed by Defendant in California
25 who were classified as non-exempt employees during the Class Period.

26 (Agreement at ¶ 1.5.)

27 The "Class Period" is from July 30, 2019 to August 16, 2022. (Agreement at ¶ 1.13.)

28 a. **Numerosity** - Here, Plaintiffs assert that the 638 individuals who comprise

1 the Class can be identified based on Defendant's records and are sufficiently numerous for class
2 certification.

3 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
4 questions of law and fact are present, and specifically the common questions of whether Defendant
5 failed to pay wages for all time worked, whether the Defendant failed to provide meal and rest
6 periods, whether Defendants failed to provide required expense reimbursement, and whether Class
7 Members are entitled to damages and penalties as a result of these practices. Plaintiffs contends
8 that certification of this Class is appropriate because Defendant allegedly engaged in uniform
9 practices with respect to the Class Members. As a result, these common questions of liability could
10 be answered on a class wide basis.

11 c. **Typicality** - In this Action, Plaintiffs contend that there can be little doubt
12 that the typicality requirement is satisfied. The Plaintiffs worked for Defendant as non-exempt
13 employees during the Class Period. Plaintiffs contends that, like every other member of the Class,
14 they were subject to the same practices and policies of Defendant and are subject to the same
15 defenses. Thus, Plaintiffs assert that the claims of the Plaintiffs and the Class Members arise from
16 the same course of conduct by the Defendant, involve the same official policies and practices of
17 Defendant, and are based on the same legal theories.

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

1 set of facts and legal theories.

2 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
3 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
4 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
5 experience. We have handled a number of class actions and complex cases and have acted both as
6 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
7 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
8 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
9 employment law class actions, including claims for misclassification, overtime, expense
10 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in hundreds of wage and
12 hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
13 adequate counsel by the courts throughout California. We have been approved as experienced class
14 counsel by both state and federal courts in California in contested class certification proceedings. A
15 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
16 settlement is defined as "all individuals who are or previously were employed by Defendant in
17 California who were classified as non-exempt employees during the Class Period." I have reviewed
18 my firm's cases and representation of other plaintiffs and there is no conflict or representation
19 which would prevent my firm from representing the interests of the Class this case. My firm only
20 represents workers, and not employers. My firm has never represented Defendant nor any affiliate
21 of the Defendant. My firm's only interest in the subject matter of this litigation is to ensure a
22 recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
23 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
24 employees and classes as the claims are all against different and distinct employers. I can think of
25 no conflict that would arise in our representation of the Class and our adequate representation of the
26 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
27 for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the
28 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

1 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
2 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
3 *"A"* to the Agreement.) The Class Notice will include, among other information: (i) information
4 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
5 including a description of the applicable release; (iii) information to the Class Members regarding
6 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
7 each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
8 amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of the
9 Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days
10 from the date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-
11 out) or to submit an objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class Members shall be given the
12 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to
13 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a
14 timely and proper request to opt-out will automatically receive a payment of their Individual Class
15 Payment. This notice program was designed to meaningfully reach the Class Members and it
16 advises them of all pertinent information concerning the Settlement.

17
18 33. The PAGA Claim -

19 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
20 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
21 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
22 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
23 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
24 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
25 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
26 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
27 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
28 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is

1 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
2 class members." (LWDA Response at p.4).

3 b. **Valuation of the PAGA Claim.** Plaintiffs calculated the value of the alleged
4 PAGA claim as to Aggrieved Employees for civil penalties to be between \$1,000,000 and
5 \$2,000,000 for a single violation in every one of the estimated 20,000 pay periods at issue in the
6 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
7 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §
8 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate
9 per pay period but without stacking.³ The PAGA allocation in the Settlement is \$100,000. This
10 allocation is justified by several important considerations. First, the PAGA claim was subject to the
11 same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
12 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
13 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
14 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
15 potential that some or all of the PAGA penalties sought may not be awarded. Second, in
16 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
17 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
18 awarded could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the
19 PAGA claim. Even if we assume that violations for all 20,000 pay periods were established, using
20 the valuation from *Carrington* results in a potential recovery of \$100,000 under PAGA. This means
21 that the PAGA allocation in the Agreement is a reasonable recovery as to this potential PAGA
22 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
23 of the LWDA in *O'Connor v. Uber*.

24 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
25

26 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of between \$127,800 and \$255,600 is the civil penalty amount without stacking. If
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay
period. 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 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
2 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
3 20% of the total settlement value to resolve the PAGA claims applicable to the class is also
4 supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts
5 typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total
6 settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
7 Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*,
8 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5
9 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015)
10 (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist
11 Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of
12 \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D.
13 Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund
14 settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012)
15 (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement);
16 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation
17 that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*,
18 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000,
19 with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420
20 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25
21 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC
22 (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA);
23 *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties
24 or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*,
25 Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or
26 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage*
27 *Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA
28 penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No.

1 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000
2 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017)
3 (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM*
4 *Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017)
5 (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI*
6 *Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as
7 PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*,
8 San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA
9 penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big*
10 *Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA
11 penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles
12 Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000
13 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000
14 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

15
16 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
17 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
18 reasonable, and at the time of final approval, my firm will present lodestar to further support the
19 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
20 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
21 of the class action awards obtained by Class Counsel in similar employment actions throughout the
22 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
23 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
24 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
25 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
26 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
27 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
28 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil

1 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
2 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
3 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
4 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
5 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
6 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
7 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
8 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
9 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
10 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
11 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
12 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
13 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
14 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
15 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
16 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
17 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
18 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
19 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
20 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard
21 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
22 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
23 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
24 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
25 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
26 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
27 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
28 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.

1 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
2 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
3 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
4 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
5 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
6 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge
7 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
8 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
9 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
10 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
12 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
13 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
14 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
15 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
16 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
17 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
18 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third
19 of the common fund is therefore reasonable in light of the fees that have been awarded in other
20 similar cases.

21
22 35. Class Representative Service Payment - The reasonableness of the requested service
23 award is also established by reference to the amounts that other California courts have found to be
24 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
25 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
26 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
27 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
28 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);

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

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

13
14 36. Potentially Related Other Actions - I am unaware of any other related cases pending
15 against Defendants which would be impacted by this settlement. I have searched the LWDA
16 database and could not locate any other PAGA notice except the one in this case.

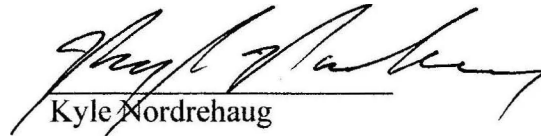
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18 37. Administration - After seeking bids from qualified administrators, the estimate from
19 ILYM Group is was selected, as it provided for an estimate of \$15,500 to perform the settlement
20 administration for a Class of up to 800, with any difference between the actual expenses and the
21 budget of \$17,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
22 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
23 few years and know them to be competent and experienced. My firm has no relationship or
24 connection with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4
25 is a true and correct copy of the estimate for administration from ILYM Group.

26
27 Service on the LWDA:

28 38. At the same time as the filing and service of this declaration, I am also serving the

1 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
2 Settlement Agreement. This service is verified by the accompanying proof of service.

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

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Christina Bonniwell, Alexis Monroe, and Xavier Dremee (“Plaintiffs”) and defendant Aurora San Diego, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Dremee v. Aurora San Diego, LLC, et al.*, Case No. 37-2021-00007280-CU-OE-CTL, initiated on February 19, 2021 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action. Class Counsel will request attorney fees of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be One Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and zero cents (\$166,666), and a Class

Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and zero cents (\$20,000).

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Pay Periods and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from July 30, 2019 to August 16, 2022, except as provided in Paragraph 9.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendant” means Aurora San Diego, LLC.
- 1.18. “Defense Counsel” means Jeffrey S. Ranen and William C. Sung of Lewis Brisbois

Bisgaard & Smith LLP.

- 1.19. “Effective Date” means the date when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) which is the total amount to be paid by Defendant as provided by this Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 30, 2019 to August 16, 2022, except as provided in Paragraph 9.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notices” means Plaintiff Xavier Dremee’s July 30, 2020 letter to Defendant and the LWDA and Plaintiff Xavier Dremee’s January 7, 2021 letter to Defendant and Signature Healthcare Services, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$ 25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Pay Period” means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.
- 1.37. “Plaintiffs” means Christina Bonniwell, Alexis Montroe, and Xavier Dremee, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

- 1.39. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices which occurred during the Class Period, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., Business & Professions Code §§ 17200, et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or class claims based on facts occurring outside the Class Period.
- 1.40. “Released PAGA Claims” means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC Wage Orders. The Released PAGA Claims do not include other PAGA claims not alleged in the Operative Complaint and PAGA Notices, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Aurora San Diego, LLC and Signature Healthcare Services, LLC and all of their related companies, parents, subsidiaries, current and former, and future owners, shareholders, officers, directors, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request must reasonably communicate the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response

Deadline has expired.

- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

- 2.1. On February 19, 2021, Plaintiff Xavier Dremee commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff Xavier Dremee’s Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
 - (i) Committed Discrimination and Retaliation in Violation of FEHA;
 - (j) Committed Wrongful Termination in Violation of Public Policy; and,
 - (k) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).
- 2.2. On April 7, 2021, Plaintiff Xavier Dremee filed a First Amended Complaint alleging causes of action against Defendant.
- 2.3. On June 9, 2021, Defendant filed the Motion to Compel Arbitration, Dismissal of Class Claims, and Stay of PAGA Claims.
- 2.4. On June 25, 2021, Plaintiff Xavier Dremee filed a Request and [Proposed] Order for Dismissal of Class Claims Without Prejudice and Individual Claims Without Prejudice. The Request was granted on June 30, 2021.
- 2.5. On July 8, 2021, Plaintiff Xavier Dremee filed a Complaint in Arbitration for (a) Discrimination and Retaliation in Violation of FEHA; and (b) Wrongful Termination in Violation of Public Policy before the Judicial Arbitration and Mediation Services, JAMS Reference No. 1240024750.

- 2.6. On June 16, 2022, the Parties participated in an all-day mediation presided over by Mark S. Rudy, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.7. The Parties will stipulate to Plaintiffs filing of the Second Amended Complaint which will include the following class-wide causes of action against Defendant and add Christina Bonniwell and Alexis Monroe as additional class and PAGA representatives:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 - (i) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").
- 2.10. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint").
- 2.11. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.12. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims, including the disclosure of class contact information following a Belaire West notice, time and payroll records of putative class members, and policies and procedures relevant to the claims in the Operative Complaint, such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

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

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representative of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on

the Class Representative Service Payments. In addition, Plaintiff Xavier Dremee is separately settling his claims for (1) Discrimination and Retaliation in Violation of FEHA and (2) Wrongful Termination in Violation of Public Policy as alleged in the arbitration action pending before JAMS, JAMS Reference Number 1240024750 (“Dremee Individual Arbitration”). The payment to Plaintiff Xavier Dremee for the settlement of the individual claims in the Dremee Individual Arbitration is not being made in consideration of the settlement or dismissal of the Class and PAGA claims in the Action. Upon request by the Court, the Plaintiffs will provide the Court with a copy of the Individual Agreement under seal for in camera review.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than One-Third of the Gross Settlement Amount, which is currently estimated to be \$166,666.00, and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs’ Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each

Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.
- i. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class Members collectively worked 20,000 Pay Periods and that the Aggrieved Employees worked approximately 20,000 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify

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

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the 1099 portion of the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 180 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to

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

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Except as otherwise provided hereunder, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before their execution of this Agreement owned or held against Released Parties, including (1) under local, state, or federal law, (2) which arose out of or are in any way connected with any transaction, occurrence, act, omission, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement, and (3) all Released PAGA Claims.

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

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

(b) Plaintiff Xavier Dremee's Other Claims. Plaintiff Xavier Dremee represents that he has brought claims against Defendant other than the Class claims and PAGA claims. These other claims are for (1) Discrimination and Retaliation in Violation of FEHA and (2) Wrongful Termination in Violation of Public Policy as alleged in the Dremee Individual Arbitration which plaintiff Xavier Dremee is separately settling. Plaintiff Xavier Dremee's release herein therefore excludes the claims he has brought against Defendant in the Dremee Individual Arbitration. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff Xavier Dremee's separate individual claims in the Dremee Individual Arbitration is unrelated to and separate from the settlement of his Class claims and PAGA claims and is based on separate facts and claims.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Participating and Non-Participating Class Members who are Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

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

7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement, a draft proposed Class Notice; and a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Defendant, Class Counsel, or Defense Counsel.

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

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; calculating the employer's share of payroll taxes including whether taxable wage limits for each Participating Class Member has been reached based on year-to-date earnings data provided by Defendant; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Pay Periods, and PAGA Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit

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

8.7. Objections to Settlement.

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

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

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

Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is

required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the Pay Periods worked during the Class Period is more than 10% of the estimate stated herein in paragraph 4.1, the Parties will modify the release cut-off date of the Class Period and PAGA Period to stay at or within 22,000 Pay Periods.
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have

merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 13.14. Use and Destruction of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given the day sent by email , addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Jeffrey S. Ranen
William G. Sung
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Tel.: (213) 250-1800
Fax: (213) 250-7900

E-Mail: jeffrey.ranen@lewisbrisbois.com
william.sung@lewisbrisbois.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 9, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Dec 28, 2022


Christy Bonniwell (Dec 28, 2022 10:49 EST)
Plaintiff Christina Bonniwell

Dated: Nov 10, 2022


Plaintiff Xavier Dremee

Dated: Nov 10, 2022


Alexis Monroe (Nov 10, 2022 14:35 PST)
Plaintiff Alexis Monroe

Dated: _____

[name]
For Defendant Aurora San Diego, LLC

E-Mail: jeffrey.ranen@lewisbrisbois.com
william.sung@lewisbrisbois.com

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

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13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Christina Bonniwell

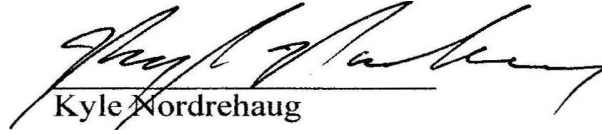
Dated: _____
Plaintiff Xavier Dremee

Dated: _____
Plaintiff Alexis Monroe

Dated: 1/3/23

Alain Azcona [name]
For Defendant Aurora San Diego, LLC

Dated: 12/28/2022



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Jeffrey S. Ranen

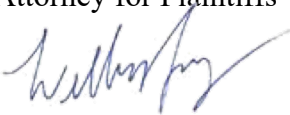
William C. Sung

Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 1/4/2023



Jeffrey S. Ranen
William C. Sung
Lewis Brisbois Bisgaard & Smith LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

**(Dremee v. Aurora San Diego, LLC, Superior Court of the State of California,
County of San Diego Case No. 37-2021-00007280-CU-OE-CTL)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<<[REDACTED]>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the Individual Class Payment, you will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself [The Response Deadline is _____, 2023]	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to exclude yourself, you must notify the Administrator as explained in Section 7 below by the Response Deadline.
Object [The Response Deadline is _____, 2023]	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below. The Final Approval Hearing is scheduled for _____, 2023 at _____ a.m. in Department 71 of the Superior Court for the County of San Diego located at 330 West Broadway, San Diego, CA 92101.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the Settlement you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you do not need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why Did I Receive this Notice?

A proposed class action settlement (“Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Diego (the “Court”) has been reached between Christina Bonniwell, Alexis Monroe, and Xavier Dremee (“Plaintiffs”) and Defendant Aurora San Diego, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement, the terms of which are set forth in the Class Action and PAGA Action Settlement Agreement (“Agreement”).

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees during the Class Period.

The Class Period is July 30, 2019 to **August 16, 2022**.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this Class Action Lawsuit About?

On February 19, 2021, Plaintiff Xavier Dremee filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego alleging class claims against Defendant for: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized statements, and, failure to timely pay wages when due, along with a representative cause of action for civil penalties under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), and individual claims for discrimination, retaliation and wrongful termination. On April 7, 2021, Plaintiff Xavier Dremee filed a First Amended Complaint. On June 25, 2021, Plaintiff Xavier Dremee filed a Request for Dismissal of Class Claims Without Prejudice and Individual Claims Without Prejudice. The Request was granted on June 30, 2021, leaving only the representative PAGA claim.

On _____, 2022, as part of this Settlement, Plaintiffs filed a Second Amended Complaint added Christina Bonniwell and Alexis Monroe as Plaintiffs and re-alleged the class claims against Defendant for: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized statements, and, failure to timely pay wages when due, along with the representative PAGA claim. This lawsuit is referred to as the “Action” and the Second Amended Complaint is the “Operative Complaint” in the Action.

Defendant denies and disputes all such claims and asserts that it has no liability to any of the Plaintiffs or Class Members. Specifically, Defendant contends that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; Defendant reimbursed Plaintiffs and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of

separation; and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Defendant contends that this Action cannot be maintained as a class or PAGA representative action. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs' claims and has not formed any opinions concerning the merits of Plaintiffs' claims. The Court has only determined that there is sufficient evidence to suggest that the Settlement may be fair, reasonable, and adequate. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the Terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"):

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$17,000, for expenses including, without limitation, expenses of notifying Class Members of the Settlement, processing opt outs, distributing Individual Class Payments and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$166,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A PAGA Penalties payment of \$100,000 relating to the claim for civil penalties under the PAGA, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) will be distributed as Individual PAGA Payments to the Aggrieved Employees based on their respective PAGA Pay Periods worked during the PAGA Period (July 30, 2019 to August 16, 2022). “Aggrieved Employees” mean all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED], based upon the above proposed deductions. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member, which shall be calculated by: (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Pay Periods.

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

Tax Matters. Ten Percent (10%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety Percent (90%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her; therefore, each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall receive a release from the Participating Class Members of all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices which occurred during the Class Period, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., Business & Professions Code §§ 17200, et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or class claims based on facts occurring outside the Class Period ("Released Class Claims").

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees of all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period as to the Aggrieved Employees, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC Wage Orders ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for exclusion from the Class. The Released PAGA Claims do not include other PAGA claims not alleged in the Operative Complaint and PAGA Notices, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

The "Released Parties" are: Aurora San Diego, LLC and Signature Healthcare Services, LLC and all of their related companies, parents, subsidiaries, current and former, and future owners, shareholders, officers, directors, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns.

5. How Much Will my Payment Be?

Defendants' records reflect that you have worked << [REDACTED] >> Pay Periods for Defendant during the Class Period (July 30, 2019 to August 16, 2022).

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

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the "Response Deadline" which is _____, 2023 [forty-five (45) days after the mailing of the Class Notice or 59 days after the Class Notice in the case of re-mailing].

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check.

6. How Can I Receive a Payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator can be contacted at: [REDACTED] or (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] to decide whether to approve the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator approximately two months after the Final Approval Hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What If I Do Not Want to Be Part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline of [REDACTED], 2023 [forty-five (45) days after the date of the Class Notice or 59 days after the Class Notice in the case of re-mailing]. The request to opt-out must be postmarked by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Dremee v. Aurora San Diego* lawsuit; (2) contain the name, address, and the telephone number or email address of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Dremee v. Aurora San Diego*, Case No. 37-2021-00007280-CU-OE-CTL. The request to opt out must be signed by you. No other person may opt out for a living member of the Class.

The address for the Administrator is [REDACTED]. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Written requests for exclusion that are submitted after the Response Deadline, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above.

8. How do I Tell the Court that I Do Not Agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service payments, either in writing or in person. Objections that are in

writing should state the Class Member's name, address, telephone number, and the dates of employment by Defendant in California, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Dremee v. Aurora San Diego*, San Diego Superior Court Case No. 37-2021-00007280-CU-OE-CTL.

All written objections must be mailed to the Administrator at [REDACTED], no later than the Response Deadline which is [REDACTED], 2023.

Alternatively, Class Members may appear at the Final Approval Hearing on [REDACTED] at [REDACTED] to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures - <https://www.sdcourt.ca.gov/sdcourt/generalinformation/covid-19info>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment.

The contact information for the Parties' counsel is below:

Attorneys for Plaintiffs, the Class and Aggrieved

Employees:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223
Email: Kyle@bamlawca.com

Attorneys for Defendant:

Jeffrey S. Ranen
William G. Sung
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071

9. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 71 before Judge Gregory W. Pollack. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to the Plaintiffs. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00007280.

10. How Do I Receive More Information About the Settlement?

You may call the Administrator at [REDACTED] or write to *Dremee v. Aurora San Diego* Administrator, c/o [REDACTED]; or contact Class Counsel listed above.

This Class Notice summarizes the proposed Settlement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service payment, the motion for final approval, or other Settlement documents from Class Counsel's website at www.bamlawca.com under "Class Notices" for *Dremee v. Aurora San Diego*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2021-00007280. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement check.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at www.claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

XAVIER DREMEE, an individual, on behalf
of the State of California, as a private attorney
general,

Plaintiff,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2021-00007280-CU-OE-CTL

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon, Gregory W. Pollack
Dept.: 71

Action Filed: February 19, 2021
Trial Date: August 26, 2022

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Gregory W. Pollack of the Superior Court
2 of the State of California, in and for the County San Diego, on _____[DATE], for the
3 motion by Plaintiffs Xavier Dremee, Christina Bonniwell and Alexis Monroe (“Plaintiffs”) for
4 preliminary approval of the class settlement with Defendant Aurora San Diego, LLC
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in
11 support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, Rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Five Hundred Thousand Dollars and Zero Cents
18 (\$500,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
19 are fair, adequate, and reasonable as to all potential Class Members when balanced against the
20 probable outcome of further litigation and the significant risks relating to certification, liability and
21 damages issues. It further appears that investigation and research have been conducted such that
22 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
23 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
24 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
25 It further appears that the Settlement has been reached as the result of serious and non-collusive,
26 arm’s-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,

1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3)
4 of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000,
5 and proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
6 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs or the amount of
7 any service payment, until the Final Approval Hearing. Plaintiffs will be required to present
8 evidence supporting these requests, including lodestar, at the time of final approval.

9 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
13 previously were employed by Defendant in California who were classified as non-exempt
14 employees during the Class Period." The Class Period is July 30, 2019 to August 16, 2022.

15 6. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
21 the Plaintiffs can fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)
23 counsel for the Class is qualified to act as counsel for the Class, and the Plaintiffs are adequate
24 representatives of the Class.

25 7. The Court provisionally appoints Plaintiffs as the representative of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
27 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Notice of Proposed
2 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
3 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first-class U.S. Mail, pursuant to the terms set
11 forth in the Agreement.

12 9. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
13 (15) calendar days after preliminary approval of the Settlement is granted by the Court,
14 Defendants shall provide to the Administrator an electronic spreadsheet with the Class Data. The
15 Administrator will perform address updates and verifications as necessary prior to mailing the
16 Class Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days
17 after receiving the Class Data, the Administrator will mail the Class Notice to all Class Members
18 via first-class U.S. Mail.

19 10. The Court hereby preliminarily approves the proposed procedure for exclusion
20 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
21 from the Class as provided in the Class Notice by following the instructions for requesting
22 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
23 postmarked no later than the Response Deadline, which is forty-five (45) calendar days after the
24 date of the mailing of the Class Notice. If the Class Notice is re-mailed, the Response Deadline
25 for requests for exclusion will be extended an additional 14 days. Any such person who chooses
26 to opt out of and be excluded from the Class will not be entitled to any recovery under the
27 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
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1 thereon. Class Members who have not requested exclusion shall be bound by all determinations
2 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
3 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
4 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
5 the Settlement, all Aggrieved Employees will be paid their individual PAGA Payment and will
6 remain bound by the release of the Released PAGA Claims in the Agreement regardless of any
7 request for exclusion from the Class.

8 11. Any Class Member who has not opted out may appear at the Final Approval
9 Hearing and may object or express the Class Member's views regarding the Settlement, and may
10 present evidence and file briefs or other papers that may be proper and relevant to the issues to be
11 heard and determined by the Court as provided in the Notice. Class Members will have until the
12 Response Deadline to submit their written objections to the Administrator in accordance with the
13 instructions in the Class Notice. If the Class Notice is re-mailed, the Response Deadline for
14 written objections will be extended by an additional 14 days. Alternatively, Class Members may
15 appear at the Final Approval Hearing to make oral objections.

16 12. A Final Approval Hearing shall be held before this Court on _____
17 _____ at _____ in Department 71 at the San Diego County Superior Court to
18 determine all necessary matters concerning the Settlement, including: whether the proposed
19 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
20 adequate, and reasonable and should be finally approved by the Court; whether the Final Approval
21 Order and Judgment should be entered herein; whether the plan of allocation contained in the
22 Agreement should be approved as fair, adequate, and reasonable to the Class Members; and to
23 finally approve attorneys' fees and costs, the service payment, and the expenses of the
24 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
25 fees, costs and service payment shall be filed with the Court and served on all counsel no later
26 than sixteen (16) court days before the hearing and both motions shall be heard at the Final
27 Approval Hearing.

1 13. Neither the Settlement nor any exhibit, document, or instrument delivered
2 thereunder shall be construed as a concession or admission by Defendant in any way that the
3 claims asserted have any merit or that this Action was properly brought as a class or representative
4 action, and shall not be used as evidence of, or used against Defendant as, an admission or
5 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
6 omission by Defendant or with respect to the truth of any allegation asserted by any person.
7 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
8 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
9 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
10 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
11 evidence of a presumption, concession, indication or admission by Defendant of any liability,
12 fault, wrongdoing, omission, concession or damage.

13 14. In the event the Settlement does not become effective in accordance with the terms
14 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions before entering into the Agreement, and
17 expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the
19 Action could not be certified as a class action and/or managed as a representative action. In such
20 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
21 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
22 the Agreement with respect to the effect of the Agreement if it is not approved.

23 15. The Court reserves the right to adjourn or continue the date of the Final Approval
24 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
25 retains jurisdiction to consider all further applications arising out of or connected with the
26 proposed Settlement.

1 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
2 further orders of the Court at the Final Approval Hearing.

3 **IT IS SO ORDERED.**

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5 Dated: _____

HONORABLE GREGORY W. POLLACK
JUDGE OF THE SUPERIOR COURT

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

XAVIER DREMEE, an individual, on behalf
of the State of California, as a private attorney
general,

Plaintiff,

vs.

AURORA-SAN DIEGO, LLC, a California
Limited Liability Company; SIGNATURE
HEALTHCARE SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2021-00007280-CU-OE-CTL**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon, Gregory W. Pollack
Dept.: 71

Action Filed: February 19, 2021
Trial Date: August 26, 2022

1 The motion of Plaintiffs Xavier Dremee, Christina Bonniwell and Alexis Monroe
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Action Settlement
3 Agreement (“Agreement”) with Defendant Aurora San Diego, LLC (“Defendant”), and the
4 motion for attorneys’ fees and costs, service payments, and the fees and expenses of the
5 Administrator, duly came on for hearing on _____ before the Honorable Gregory W.
6 Pollack.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thousand
17 Dollars and Zero Cents (\$500,000.00) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On _____, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes

1 only.

2 **Notice to the Class**

3 6. In compliance with the preliminary approval order, the Class Notice was mailed by
4 first class mail to members of the Class at their last known addresses on or about
5 _____. Mailing of the Class Notice to their last known addresses was the best notice
6 option under the circumstances and was reasonably calculated to communicate actual notice of the
7 litigation and the proposed Settlement to the Class. The Class Notice given to the Class Members
8 fully and accurately informed the Class Members of all material elements of the proposed
9 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
10 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
11 laws of the State of California, the United States Constitution, due process and other applicable
12 laws. The Class Notice fairly and adequately described the Settlement and provided Class
13 Members adequate instructions and a variety of means to obtain additional information.

14 7. The Response Deadline for opting out of the Class or submitting written objections
15 to the Settlement was _____, which was extended by an additional 14 days in the event
16 of a remailing. There was an adequate interval between notice and the deadline to permit Class
17 Members to choose what to do and act on their decision. A full opportunity has been afforded to
18 Class Members to participate in this hearing, and all Class Members and other persons wishing to
19 be heard have been heard. Class Members also have had a full and fair opportunity to exclude
20 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all
21 Class Members who did not timely and properly submit a request for exclusion are bound by the
22 Settlement and this Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Mark Rudy, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 proposed Settlement.

3 b. Plaintiffs' investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both Parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 Settlement Share, representing ____% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$_____ for attorneys' fees, representing one-third (1/3) of
20 the Gross Settlement Amount, and \$_____ for litigation costs and expenses, is
21 reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class
22 Counsel, and the results achieved by Class Counsel. The requested awards have been supported
23 by Class Counsel's lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payments of not more
26 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payments in the amount of \$_____ each to the Plaintiffs are reasonable
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1 in light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and
2 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
3 general release.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
7 Class Representative Service Payments to the Plaintiffs, distribute the PAGA Penalties, issue any
8 required tax reporting forms, calculate withholdings and perform other remaining duties set forth
9 in the Agreement. The Administrator has documented \$_____ in fees and expenses, and this
10 amount is reasonable in light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties of \$100,000 to be deducted out of
13 the Gross Settlement Amount, which shall be allocated \$75,000 to the LWDA PAGA Payment as
14 the LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and
15 \$25,000 to be distributed to the Aggrieved Employees based on their respective PAGA Pay
16 Periods worked during the PAGA Period (July 30, 2019 to August 16, 2022). Aggrieved
17 Employees are all individuals who were employed by Defendant in California and classified as
18 non-exempt employees during the PAGA Period. The Court finds the PAGA Penalties to be
19 reasonable. All Aggrieved Employees will be sent their Individual PAGA Payment and will be
20 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
21 of the Settlement.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 1. The certification of the Class for the purposes of Settlement is confirmed. The
26 Class is defined as follows:

27 All individuals who are or previously were employed by Defendant in California
28 who were classified as non-exempt employees during the Class Period (July 30,
2019 to August 16, 2022).

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

3. The Agreement is hereby finally approved as fair, reasonable, and adequate, and in the best interests of the Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and costs in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

5. The payment of the Class Representative Service Payments in the amount of \$_____ each to the Plaintiffs is approved.

6. The payment of \$_____ to the Administrator for its fees and expenses is approved.

7. The PAGA Payment of \$100,000 is approved and shall be allocated in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other

1 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
2 Released PAGA Claims.

3 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
4 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
5 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
6 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
7 to individual Class Members.

8 10. If the Agreement does not become final and effective in accordance with the terms
9 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
10 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
11 revert to their respective positions before entering into the Agreement, and expressly reserve their
12 respective rights regarding the prosecution and defense of this Action, including all available
13 defenses and affirmative defenses, and arguments that any claim in the Action could not be
14 certified as a class action and/or managed as a representative action.

15 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

16 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
17 Plaintiff, and all members of the Class, shall take nothing in the Action.

18 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
19 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
20 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
21 arising from or in connection with the distribution of settlement benefits.

22 3. The Parties are authorized to agree to and adopt such amendments, modifications
23 and expansions of the Agreement and all exhibits attached thereto, which are consistent with this
24 Final Approval Order and Judgment and as approved by the Court.

25 4. Each Party shall bear his/its own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 5. The term “Released Parties” means Aurora San Diego, LLC and Signature
2 Healthcare Services, LLC and all of their related companies, parents, subsidiaries, current and
3 former, and future owners, shareholders, officers, directors, members, agents (including, without
4 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
5 present or future officers, directors and employees) predecessors, successors, and assigns.

6 6. Effective on the date when Defendant fully funds the entire Gross Settlement
7 Amount, Released Parties shall receive a release from the Participating Class Members, on behalf
8 of themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, of all class claims pled or could have been pled based on
10 the factual allegations contained in the Operative Complaint and PAGA Notices which occurred
11 during the Class Period, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7,
12 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., Business & Professions Code
13 §§ 17200, et seq., IWC Wage Orders, Sections 5, 7, 14, and all other applicable sections of IWC
14 Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not
15 release any other claims, including claims for vested benefits, wrongful termination, violation of
16 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
17 workers’ compensation, or class claims based on facts occurring outside the Class Period
18 (“Released Class Claims”).

19 7. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount, Released Parties shall be entitled to a release from the State of California and the
21 Aggrieved Employees, on behalf of themselves and their respective former and present
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns, of all PAGA
23 claims pled or could have been pled based on the factual allegations contained in the Operative
24 Complaint and PAGA Notices sent by Plaintiffs that occurred during the PAGA Period as to the
25 Aggrieved Employees, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7,
26 351, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2802, 2699 et seq., IWC Wage Orders, Sections
27 5, 7, 14, and all other applicable sections of IWC Wage Orders (“Released PAGA Claims”). The
28

1 release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless
2 of whether an Aggrieved Employee submitted a request for exclusion from the Class. The
3 Released PAGA Claims do not include other PAGA claims not alleged in the Operative
4 Complaint and PAGA Notices, underlying wage and hour claims, claims for wrongful termination,
5 discrimination, unemployment insurance, disability and worker's compensation, and claims
6 outside of the PAGA Period.

7 8. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount, Plaintiffs generally releases and discharges the Released Parties from any and all claims,
9 demands, causes of action, charges and grievances, of whatever kind or nature, whether known or
10 unknown, suspected or unsuspected, which Plaintiffs now own or hold or have at any time before
11 their execution of this Agreement owned or held against Released Parties, including (1) under
12 local, state, or federal law, (2) which arose out of or are in any way connected with any
13 transaction, occurrence, act, omission, loss, damage or injury whatsoever resulting from any act
14 committed or omission made prior to the date of this Agreement, and (3) all Released PAGA
15 Claims, as set forth fully in the Agreement.

16
17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

18
19 Dated: _____

20
21 _____
22 HONORABLE GREGORY W. POLLACK
23 JUDGE OF THE SUPERIOR COURT
24
25
26
27
28

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

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4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

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7 La Jolla, CA 92037

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9 Facsimile: (858) 551-1232

10 Attorney for Plaintiffs

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF SAN DIEGO**

13 **XAVIER DREMEE, CHRISTINA**
14 **BONNIWELL, and ALEXIS MONROE,**
15 individually, on behalf of themselves and on
16 behalf of all persons similarly situated,

17 Plaintiffs,

18 vs.

19 **AURORA-SAN DIEGO, LLC, a California**
20 **Limited Liability Company; SIGNATURE**
21 **HEALTHCARE SERVICES, LLC, a Limited**
22 **Liability Company; and DOES 1 through 50,**
23 inclusive,

24 Defendants.

CASE NO.: 37-2021-00007280-CU-OE-CTL

**STIPULATION TO MODIFY CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Judge: Hon. Gregory W. Pollack
Dept.: 71

Action Filed: February 19, 2021
Trial Date: Vacated

25 **IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiffs Xavier
26 Dremee, Christina Bonniwell and Alexis Monroe ("Plaintiffs") and Defendant Aurora San Diego,
27 LLC ("Defendant") (collectively "the Parties"), to amend and modify the Class Action and PAGA
28 Settlement Agreement (the "Agreement") and the exhibits thereto with this Stipulation to Modify
the Class Action and PAGA Settlement Agreement ("Stipulation").

STIPULATION TO MODIFY CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

1 WHEREAS, paragraphs 13.5 and 13.9 of the Agreement provides for the Parties'
2 representatives to modify the Agreement in writing and to execute documents required to
3 effectuate the terms of this Agreement including any amendments to this Agreement;

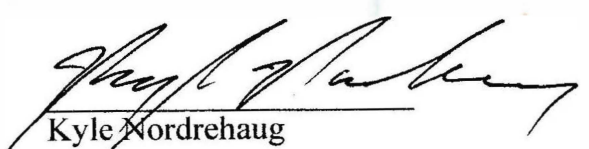
4 WHEREAS, the Parties have agreed to modify the Agreement at paragraph 13.17 to revise
5 the information for notice to the Defendant to the following:

6 *To Defendant:*

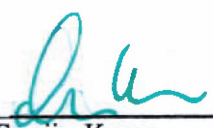
7 Soojin Kang
8 Ashleigh Kasper
9 O'Hagan Meyer LLP
10 550 S. Hope St. Ste 2400
11 Los Angeles, CA 90071
12 Tel: (213)423-6036
Tel: (213)423-6005
Email: skang@ohaganmeyer.com
akasper@ohaganmeyer.com

13 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraph
14 13.17 to revise the information for notice to the Defendant as set forth above, and the Class Notice
15 attached as Exhibit A to the Agreement shall be conformed to reflect this modification.

16
17 Dated: August 25, 2023


18 Kyle Nordrehaug
19 Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

20
21 Dated: August 25, 2023


22 Soojin Kang
23 O'Hagan Meyer LLP
Attorney for Defendant

24
25
26
27
28
STIPULATION TO MODIFY CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

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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)

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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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 Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS 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. Culinary 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

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WRITERS EXT:

1004

July 30, 2020

CA2152

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Aurora - San Diego, LLC
Certified Mail #70201290000153360830
Alain Joe Azcona
11878 Avenue of Industry
San Diego, CA 92128

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, 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 Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Aurora - San Diego, LLC in California and classified as non-exempt employees during the time period of July 30, 2019 until a date as determined by the Court. Our offices represent Plaintiff Xavier Dremee “Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Aurora - San Diego, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Behavior Health Specialist from December of 2019 to May 11, 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff 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 Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff 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 Plaintiff 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 Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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WRITERS EXT:
1004

January 7, 2021
CA2152

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Signature Healthcare Services, LLC
Certified Mail #70200640000074883818
Northwest Registered Agent, Inc.
1267 Willis Street, Suite 200
Redding, CA 96001

Amended Notice For LWDA, Case No. LWDA-CM-800708-20

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, 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 Plaintiff Xavier Dremee (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Aurora - San Diego, LLC and/or Signature Healthcare Services, LLC (“Defendant”).

Plaintiff originally sent a PAGA Notice on July 30, 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 Plaintiff’s original PAGA Notice and to add an additional Defendant Signature Healthcare Services, LLC.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Aurora - San Diego, LLC and/or Signature Healthcare Services, LLC in California and classified as non-exempt employees during the time period of July 30, 2019 until a date as determined by the Court. Our offices represent Plaintiff Xavier Dremee (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Aurora - San Diego, LLC and/or Signature Healthcare Services, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Behavior Health Specialist from December of

2019 to May 11, 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff 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 Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff 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 Plaintiff 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 Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Aurora San Diego

Requesting Attorneys Name: Kyle Nordrehaug
 E-Mail: kyle@bamlawca.com
 ILYM Contact: Sean Hartranft
 E-Mail: Sean@ilymgrouppclassaction.com
 Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	800
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$975.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via mail, e-mail & fax	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	4	\$280.00
NCOA	Flat Rate	\$100.00	1	\$100.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
ILYM Group Static Website, Includes Hosting	Flat Fee	\$750.00	1	\$750.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,520.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	800	\$1,200.00
USPS First Class Postage	Per Piece	\$0.60	800	\$480.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	160	\$320.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$2,300.00

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Check, Stub & Release - Print & Mail (W-2 and/or 1099)	Per Check	\$1.50	800	\$1,200.00
USPS First Class Postage	Per Piece	\$0.60	800	\$480.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	160	\$320.00
Reminder Postcard, Includes Postage	Per Piece	\$1.00	280	\$280.00
Reminder Notice via Email and Social Media	Flat Fee	\$125.00	1	\$125.00
Preparation of Taxes	Hourly	\$120.00	14	\$1,680.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$7,235.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Process Unclaimed Funds to State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$2,470.00

TOTAL CASE ESTIMATE: \$15,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, 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 ILYM 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 ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence 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.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, 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.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto 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 waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

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.