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

Hearing Date: February 16, 2024
Hearing Time: 9:30 a.m.
[*Hearing scheduled by Order dated September
21, 2023*]

Judge: Hon. Gregory W. Pollack
Dept: 71

Action Filed: February 19, 2021
Trial Date: Vacated

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs 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 could
6 testify competently to the matters stated herein. This declaration is being submitted in support to the
7 Plaintiffs’ motion for final approval of the class settlement, including attorneys’ fees, costs and service
8 award.

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

1 3. Summary of the Proposed Settlement.

2 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement and Stipulation
3 to Modify Agreement (collectively the "Agreement") of the parties is attached hereto as Exhibit #2.
4 Plaintiffs and Defendant Aurora San Diego, LLC ("Defendant") reached a full and final settlement of the
5 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
6 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Five Hundred
7 Thousand Dollars (\$500,000). (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement
8 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
9 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
10 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to
11 Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

12 (b) The Gross Settlement Amount does not include Defendants' share of payroll taxes.
13 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
14 (Agreement at ¶ 3.1.)

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

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

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

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

16 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
17 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
18 \$17,000. (Agreement at ¶ 3.2(c).) As set forth in the Fowler Decl. at ¶ 17, the fees and costs incurred
19 to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$15,500.

20 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
21 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
22 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
23 Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).)
24 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the
25 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this
26 request for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
27 evidentiary support, for these requests, including lodestar.

1 (i) Subject to Court approval, One Hundred Thousand Dollars (\$100,000) will be paid from the
2 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
3 Labor Code Section 2698, et seq. ("PAGA"). Pursuant to the express requirements of Labor Code §
4 2699(i), the PAGA Penalties shall be allocated as follows: 75% (\$75,000) shall be allocated to the Labor
5 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$25,000)
6 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
7 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany
8 proof of service, the LWDA has been served with this motion and the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
10 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
11 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
12 Settlement valued at \$500,000 is an excellent result for the Class. This result is particularly favorable
13 in light of the fact that liability and class certification in this case were far from certain in light of the
14 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
15 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
16 settlement is fair, reasonable and adequate, and should be finally approved.

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18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated September 21, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
20 disseminated to the Class. . On October 20, 2023, the Administrator mailed the Court-approved Class
21 Notice to the Class Members, which provided each class member with the terms of the Settlement,
22 including notice of the claims at issue and the financial terms of the settlement, including the attorneys'
23 fees, costs, and service award that were being sought, how individual settlement awards would be
24 calculated, and the specific, estimated payment amount to that individual. See Declaration of Christina
25 Fowler ("Fowler Decl.") ¶7, Exh. A. In disseminating the notice, the Administrator followed the notice
26 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been
27 no objections and no requests for exclusion. Fowler Decl. ¶¶11-12.

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

8
9 6. Procedural History of the Litigation

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

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

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

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

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

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

14 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
15 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
16 settlement, the Actions are appropriate for class and/or representative treatment. Defendants contend,
17 among other things, that they have properly classified and compensated the Class Members and complied
18 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
19 Further, Defendants contend that class certification is inappropriate for any reason other than for
20 settlement. Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further
21 contends that the Action is appropriate for class certification on the basis that the claims meet the
22 requisites for class certification. Without admitting that class certification is proper, Defendants have
23 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.13.) The
24 Parties agree that certification for settlement purposes is not an admission that class certification is
25 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
26 Class 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 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
3 the course of more than two years, Class Counsel diligently evaluated the Class Members' claims against
4 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
5 access to necessary information for the Class. In addition, Class Counsel previously negotiated
6 settlements with other employers in actions involving nearly identical issues and analogous defenses.
7 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
8 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
9 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
10 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
11 appellate issues.

12

13 7. History of Settlement Discussions

14 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
15 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
16 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
17 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
18 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
19 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
20 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
21 litigated and certified similar claims against other employers.

22 (b) The Parties attended an arms-length mediation session with Mark Rudy, a respected and
23 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
24 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
25 Class, including time punch data, payroll data and information concerning the composition of the Class.
26 Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and
27 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the
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1 Parties agreed to this Settlement.

2 (c) From September of 2022 to November of 2022, the Agreement and exhibits thereto were
3 finalized and executed, and then presented by motion to this Court for preliminary approval. On
4 September 21, 2023, the Court issued its Order granting preliminary approved of the settlement as fair
5 and reasonable to the Class.

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

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

10 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
11 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
12 applicable laws. Defendant argued that all work time was paid for. Defendant contended that its meal
13 and rest period policies fully complied with California law, that Defendant's timekeeping system recorded
14 meal periods, and that all meal periods were provided. Defendant's could argue its payment of significant
15 meal period premiums was evidence of legally compliance practices. Further, Defendant argued that
16 Defendant was not required to record rest periods. As to expenses reimbursement, Defendant maintained
17 that employees were not required to use their cell phones and any use of their cell phone was voluntary
18 for their convenience and therefore not subject to Labor Code §2802. Defendant argued that the decisions
19 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal.
20 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened
21 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
22 Defendant also argues that based on its facially lawful practices, they acted in good faith and without
23 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
24 statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to
25 the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
26 defenses have merit and therefore present a serious risk to recovery by the Class.

27 (b) There was also a significant risk that, if the Actions were not settled, Plaintiffs would be
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1 unable to obtain class certification and thereby not recover on behalf of any employees other than
2 themselves. Defendant argued that the individual experience of each putative class member varied with
3 respect to the claims. Defendant could also contest class certification by arguing injury and good faith
4 were case-by-case determinations that precluded class certification. Plaintiff is aware of other cases
5 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th
6 885 (2019) (denying certification of rest break claims). Defendant also maintained that arbitration
7 agreements with class waivers signed by the Class Members would prevent certification of a class.
8 Finally, even if class certification was successful, as demonstrated by the California Supreme Court
9 decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
10 overcome for a class wide recovery even where the class has been certified. While other cases have
11 approved class certification in wage and hour claims, class certification in this action would have been
12 hotly disputed and was by no means a foregone conclusion.

13 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
14 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
15 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
16 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
17 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
18 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
19 and length of a trial against Defendants through possible appeals which could take at least another two
20 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
21 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
22 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
23 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
24 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs
25 and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon
26 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
27 Agreement is in the best interest of the Class.

(d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. The calculations to compensate for the amount due to the Class Members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and determined the potential maximum damages for the class claims. For the Class, the maximum value of the claim for unpaid wages due to off the clock work was potentially \$729,396, the maximum potential damages for unpaid meal premiums were estimated to be \$1,695,249 based upon an alleged 55% violation rate and after deducting the meal period premiums paid by Defendant, the maximum potential rest period damages were estimated to be \$1,800,305 based upon the same alleged 55% violation rate, and the maximum potential damages for failure to provide expense reimbursement were calculated to be \$87,400. In total, the damages for the Class were calculated to have a maximum potential total value of \$4,312,350. In addition, Plaintiff calculated that the maximum value of the potential waiting time penalties were \$2,404,642, and the maximum value of the potential wage statement penalties were \$1,700,900.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount represents more than 11.5% of the potential maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full.² The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the potential value

¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses asserted by Defendants, including, a good faith dispute defense as to whether any wages were owed given Defendants' position that Plaintiffs were properly compensated. *See Nordstrom 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.").

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

1 of the claims, the Settlement is most certainly fair and reasonable. Clearly, the goal of this litigation has
2 been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. Currently, the maximum and average class member
6 allocations are \$657.11 and \$262.65, respectively. Fowler Decl. at ¶15. Given the complexities of this
7 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

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

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

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

18 (a) Class Counsel successfully negotiated a class action settlement which provides for
19 a common fund settlement to be paid by Defendants to the Class in the amount of Five Hundred
20 Thousand Dollars (\$500,000). (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22.) As part of the
21 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross
22 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class
23 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-
24 third of the Gross Settlement Amount.

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

5 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
6 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
7 counsel for each of the parties as part of the Settlement.

8
9 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
10 Created for the Benefit of the Class

11 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
12 one-third of the Gross Settlement Amount of \$500,000 , which equals \$166,666 for attorneys' fees. As
13 part of the Agreement, Defendants also agreed that Class Counsel may seek a "Class Counsel Litigation
14 Expenses Payment of not more than \$20,000." (Agreement at ¶ 3.2(b).) Finally, Defendant also agreed
15 that Plaintiffs can be awarded a Class Representative Service Payment in the amount of \$10,000 each,
16 as their service award under the Agreement.

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

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

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

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

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

26 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
27 compensable hourly work on other cases to devote the necessary time and resources to this contingent
28

1 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
2 fee work in this case which could potentially have paid nothing.

3 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
4 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
5 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
6 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
7 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
8 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
9 Counsel advanced more than \$17,000 in costs which could not have been recovered if this case had been
10 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,
11 as well as other potential negative financial ramifications from having sued Defendantson behalf of the
12 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
13 Plaintiffs also support the requested awards.

14 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
15 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
16 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$166,666
17 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
18 records for Class Counsel evidence that through January 22, 2024, Class Counsel's total lodestar is
19 \$208,027.92, with additional fees still to be incurred to complete final approval and the settlement
20 process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with
21 a negative multiplier of 0.8, and there will be additional lodestar incurred by Class Counsel to complete
22 the settlement process and manage the settlement distribution. Such a negative multiplier is below the
23 range of positive multipliers approved in cases such as *Laffitte* and *Vizcaino*.³ As a result, this Court

24
25 ³ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
26 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
27 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
28 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
Computer, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
re Sutter Health Uninsured Pricing Cases, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of

1 may conclude that the requested award is fair and reasonable and is justified under California law.

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

9 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
10 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
11 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
12 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
13 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
14 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
15 award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
16 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award
17 in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los
18 Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award
19 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
20 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award
21 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
22 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
23 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
24 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
25

26 _____
27 2.52 as “fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
28 multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
2 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
3 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
4 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
5 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
6 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
7 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
8 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
9 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
10 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
11 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
12 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
13 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
14 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
15 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
16 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
17 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
18 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
19 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
20 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
21 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
22 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
23 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
24 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
25 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
26 class settlement.

27 12. The contemporaneous billing records for Class Counsel evidence that through January 22,
28

2024, Class Counsel's total lodestar is \$208,027.92, with additional fees still to be incurred to complete final approval and the settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a negative multiplier of 0.8, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution. From May 20, 2020 to January 22, 2024, my firm worked on this matter for over 348 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$208,027.92. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as Exhibits #3 and 4⁴. In addition, Class Counsel will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is

⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to June 2022, and Exhibit #4 contains the billing from June 2022 to January 22, 2024

1 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
2 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
3 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
4 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
5 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
6 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
7 charged by Class Counsel for comparable work are less than these examples, and are therefore
8 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
9 the currently lodestar incurred with a very reasonable negative multiplier of 0.8 which will be even less
10 by the completion of the settlement. This is comparable to the multiplier approved in other cases. The
11 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

12 13 Litigation Expenses

14 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a "Class
15 Counsel Litigation Expenses Payment of not more than \$20,000." Class Counsel requests reimbursement
16 for incurred litigation expenses and costs in the amount of \$17,013.98 based upon counsel's billing
17 records which evidence total expenses of \$17,013.98. These litigation expenses include the expenses
18 incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service
19 charges (Knox, One Legal), Lexis research charges, all of which are costs normally billed to and paid by
20 the client. The details of the litigation expenses incurred are set forth in Exhibits #3 and 4 hereto⁵. These
21 costs were reasonably incurred in the prosecution of the Action.

22 23 Service Awards

24 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
25 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended
26

27 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to January 22, 2024.

1 on behalf of the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have
2 been no objections to the requested service awards. The previously submitted Declarations of the
3 Plaintiffs in support of this request are attached hereto as Exhibit #6, 7 and 8. As the representatives of
4 the Class, Plaintiffs performed their duty to the Class admirably and without exception. Plaintiffs worked
5 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
6 searching for documents, working with counsel, and reviewing the settlement documentation. The
7 Declaration of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.
8 Plaintiffs also assumed the serious risk that she might possibly be liable for costs and fees to Defendants,
9 as well as the reputational risk of being “blacklisted” by other future employers for having filed a class
10 action on behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and
11 information, no other employees would be receiving any benefit. The payment of service awards to
12 successful class representatives is appropriate and the amount of \$10,000 is well within the currently
13 awarded range for similar settlements. The requested award is also reasonable by reference to the
14 amounts that other California courts have found to be reasonable in wage and hour class action
15 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.
16 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,
17 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
18 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000
19 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
20 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
21 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
22 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
23 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
24 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);
25 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
26 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
27 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service
28

award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);

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

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

26 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

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

3 16. As a result, Class Counsel respectfully requests approval of the application for award of
4 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
5 expenses in the amount of \$17,013.98, and approval of the requested service awards to the Plaintiffs.

6 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
7 The Class Counsel Fees Payment will be made to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 22nd day of January 2024 , at San Diego, California.

11
12 /s/ Norman Blumenthal
13 NORMAN B. BLUMENTHAL
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27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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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)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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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 County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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

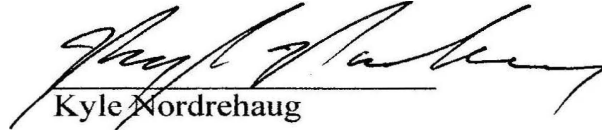
Dated: _____
Plaintiff Xavier Dremee

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

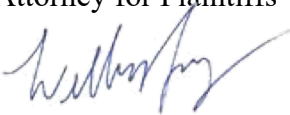
Lewis Brisbois Bisgaard & Smith LLP

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
28

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
28

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
28

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**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 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;

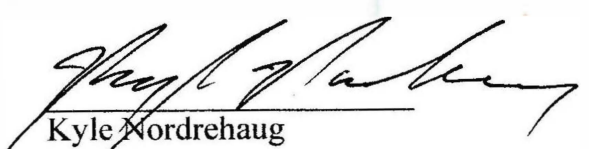
4 WHEREAS, the Parties have agreed to modify the Agreement at paragraph 13.17 to revise
5 the information for notice to the Defendant to the following:

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
24 Attorney for Defendant
25
26
27
28

EXHIBIT #3

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

JANUARY 22, 2024

JEREMY WALKER (DREMEE)

RE: AURORA SAN DIEGO LLC
FILE NUMBER: CA2152.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/20/20	ND	REVIEW ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS. RESEARCH DEFENDANT'S BUSINESS OPERATIOINS IN CA.	3.40	850	2,890.00
06/02/20	ND	REVIEW ENTIRE EMPLOYMENT FOR LEGAL CLAIMS. REVIEW AND ANALYZE PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	4.50	850	3,825.00
06/09/20	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING DISCRMINATION AND RETALIATION CLAIMS UNDER 1102.5 LEGAL RESEARCH REGARDING BACKPAY AND STATUTE OF LIMITATIONS REGARDING THE SAME. REVIEW PREVIOUS COURT OPINIONS. CONFERENCE WITH PLAINTIFF.	4.10	850	3,485.00
06/29/20	ND	DRAFT COMPALINT. REVIEW FACTS AND LAW.	4.60	850	3,910.00
07/15/20	ND	DRAFT COMPLAINT.	4.50	850	3,825.00
07/23/20	ND	REVIEW AND REVISE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CONFERENCE WITH PLAINTIFF TO	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCUSS PROCESS OF LAWSUIT AND POTENTIAL OUTCOMES.			
07/24/20	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO.	2.00	850	1,700.00
07/25/20	ND	DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE. REVIEW ANALYZE CLAIMS.	2.00	850	1,700.00
09/09/20	SB	REVIEW COMPLAINT - ANALYZE FOR FILING	2.80	450	1,260.00
11/25/20	SB	REVIEW COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
02/18/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
02/18/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
02/19/21	RE	REVIEW, EDIT AND FINALIZE CLASS ACTION COMPLAINT; ADD PAGA CAUSE OF ACTION	2.75	675	1,856.25
02/19/21	RE	PREPARE SUMMONS AND CIVIL COVER SHEET	0.50	675	337.50
02/19/21	RE	REVIEW & FINALIZE COMPLAINT PACKAGE AND FILE IN SD SUP. CT.	0.50	675	337.50
02/22/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE INITIAL CMC AND JUDICIAL/DEPARTMENT ASSIGNMENT	0.50	675	337.50
02/22/21	RE	UPLOAD COMPLAINT WITH PAGA CAUSE OF ACTION TO LWDA WEBSITE/PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
03/23/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT FOR BOTH DEFENDANTS; SEND OUT FOR	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVICE VIA KNOX			
03/29/21	RE	FILE POS OF SUMMONS RE AURORA SAN DIEGO; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
03/29/21	RE	FILE POS OF SUMMONS RE DEFENDANT SIGNATURE HEALTHCARE SERVICES	0.40	675	270.00
04/07/21	RE	CONFER W ND RE FLSA REGULAR RATE ALLEGATIONS; ADVISE RE AMENDED COMPLAINT RE 2ND DEFENDANT	0.50	675	337.50
04/07/21	RE	REVIEW FILE; REVIEW DOCKET RE STATUS OF ANSWER; DRAFT FIRST AMENDED COMPLAINT; FORWARD TO ND	2.75	675	1,856.25
04/07/21	RE	FURTHER CONFER W ND RE FAC; FINALIZE FIRST AMENDED COMPLAINT; FILE IN SD SUP CT.	0.75	675	506.25
04/07/21	ND	CONFERENCE WITH R. EHMANN. REVIEW AND REVISE FAC. STATUS UPDATE TO PLAINTIFF.	1.80	850	1,530.00
04/09/21	RE	SERVE FAC VIA PROCESS SERVER; ORDER SERVICE VIA KNOX	0.40	675	270.00
04/09/21	RE	UPLOAD FAC W PAGA CLAIM TO LWDA WEBSITE; PROVIDE NOTICE TO LWDA OF FAC FILING WITH PAGA CLAIM	0.40	675	270.00
04/14/21	RE	FILE POS RE FIRST AMENDED COMPLAINT	0.40	675	270.00
04/15/21	RE	FILE POS OF SUMMONS RE FAC RE AURORA SAN DIEGO	0.40	675	270.00
04/19/21 15	VR	REVIEW COURT'S ORDERS AND STATUS OF DISCOVERY; REVIEW DOCS; ADVISE KH	1.20	750	900.00
05/04/21	KH	DRAFT INITIAL DISCOVERY TO DEFENDANT AURORA SAN DIEGO:	1.60	250	400.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FORM INTERROGATORIES, SPECIAL INTERROGATORIES, REQUEST FOR PRODUCTION, REQUEST FOR ADMISSIONS, NOTICE OF TAKING DEPOSITION OF DEFENDANT AURORA SAN DIEGO LLC.			
05/04/21	KH	DRAFT INITIAL DISCOVERY TO DEFENDANT SIGNATURE HEALTHCARE: FORM INTERROGATORIES, SPECIAL INTERROGATORIES, REQUEST FOR PRODUCTION, REQUEST FOR ADMISSIONS, NOTICE OF TAKING DEPOSITION OF DEFENDANT SIGNATURE HEALTHCARE.	1.60	250	400.00
05/17/21	PM	REVIEW LEGAL AND FACTUAL ISSUES; REVIEW AND REVISE DISCOVERY REQUESTS.	1.50	750	1,125.00
05/18/21	KH	DRAFT INITIAL DISCOVERY TO EACH DEFENDANTS (SPECIAL INTERROGATORIES; REQUEST FOR PRODUCTION); DRAFT BELAIRE-WEST NOTICE; CORRESPONDENCE WITH OPPOSING COUNSEL RE CONFIRMATION OF E-SERVICE LIST; DRAFT SERVICE LIST TO INCLUDE ALL; FINALIZE AND PREPARE FOR E-SERVICE ON ALL COUNSEL.	2.10	250	525.00
05/18/21	PM	REVIEW AND REVISE BELAIRE WEST NOTICE; ADVISE KH RE DISCOVERY REQUESTS.	0.50	750	375.00
05/28/21	KH	BEGIN DRAFTING SECOND WAVE OF DISCOVERY TO DEFENDANT AURORA SAN DIEGO (FORM INTERROGATORIES, SET ONE; SPECIAL INTERROGATORIES, SET TWO; REQUESTS FOR ADMISSION, SET ONE; REQUESTS FOR PRODUCTION, SET TWO; NOTICE OF PMK DEPOSITION).	1.00	250	250.00
06/01/21	KH	CONTINUE DRAFTING SECOND	1.10	250	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WAVE OF DISCOVERY TO DEFENDANT AURORA SAN DIEGO (FORM INTERROGATORIES, SET ONE; SPECIAL INTERROGATORIES, SET TWO; REQUESTS FOR ADMISSION, SET ONE; REQUESTS FOR PRODUCTION, SET TWO; NOTICE OF PMK DEPOSITION).			
06/02/21 10	VR	DRAFT DISCOVERY; REVIEW CASE NOTES AND COMPLAINT; REVIEW DOCUMENTS	3.50	750	2,625.00
06/04/21	KH	DRAFT SECOND WAVE OF DISCOVERY TO DEFENDANT SIGNATURE HEALTHCARE; FINALIZE AND PREPARE FOR SERVICE ALONG WITH SECOND WAVE DISCOVERY TO AURORA SAN DIEGO.	1.30	250	325.00
06/10/21	PM	REVIEW LEGAL AND FACTUAL CLAIMS; ADVISE VR, KH AND ND RE NEXT STEPS FOR DISMISSAL OF CLASS AND INDIVIDUAL CLAIMS.	1.00	750	750.00
06/14/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY AND POSITION RE DISMISSAL OF CLASS AND INDIVIDUAL CLAIMS; REVIEW STATUS OF AGREEMENT; DRAFT STIPULATION	1.50	750	1,125.00
06/22/21 10	VR	DRAFT REQUEST FOR DISMISSAL AND ASSOCIATED DECLARATION; CORRESPONDENCE TO DEFENDANT; REVIEW STATUS OF CASE AND DISCOVERY	1.50	750	1,125.00
06/22/21 12	VR	TELEPHONE CONFERENCE WITH COUNSEL OF RELATED CASE; RESEARCH AND PREP; FOLLOW UP; REVIEW RELATED CASE COMPLAINT	1.50	750	1,125.00
06/23/21 15	VR	REVIEW STATUS OF CASE AND CASE NOTES; REVIEW COURT'S ORDERS AND DOCKET; REVIEW RELATED CASE AND POSSIBLE AMENDMENTS	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/25/21	KH	FINALIZE REQUEST FOR DISMISSAL AND SUPPORTING DECLARATION; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.30	250	75.00
06/30/21 06	VR	CORRESPONDENCE TO PLAINTIFF'S COUNSEL RE NEXT STEPS; REVIEW COMPLAINT OF RELATED CASE	0.50	750	375.00
07/06/21	KH	DRAFT INITIAL DISCOVERY TO DEFENDANTS AURORA-SAN DIEGO, LLC AND SIGNATURE HEALTHCARE SERVICES, LLC (SPECIAL INTERROGATORIES, SET ONE; REQUEST FOR PRODUCTION, SET ONE), INCLUDING DRAFT BELAIRE-WEST NOTICE.	1.50	250	375.00
07/07/21	PM	REVIEW CASE FILE, DOCUMENTS, PLEADINGS; TELEPHONIC CONFERENCE WITH PLAINTIFF'S COUNSEL IN RELATED ACTION.	1.00	750	750.00
07/23/21 08	VR	COURT APPEARANCE AT CMC; PREPARE; FOLLOW UP	2.50	750	1,875.00
08/03/21	PM	REVIEW STATUS AND ANALYZE LEGAL AND FACTUAL CLAIMS; ADVISE TEAM RE THE SAME AND LITIGATION STRATEGY.	0.50	750	375.00
08/05/21 17	VR	REVIEW & REVISE DISCOVERY REQUESTS; REVIEW CASE NOTES AND COMPLAINT; ADVISE KH	1.50	750	1,125.00
08/06/21	KH	REVIEW/REVISE INITIAL DISCOVERY TO DEFENDANTS AURORA SAN DIEGO AND SIGNATURE HEALTHCARE (SPECIAL INTERROGATORIES, SET ONE, INCLUDING BELAIRE WEST NOTICE; REQUESTS FOR PRODUCTION, SET ONE); FINALIZE AND PREPARE FOR SERVICE ON ALL PARTIES.	0.50	250	125.00
08/10/21 10	KH	DRAFT SECOND ROUND OF DISCOVERY TO DEFENDANT	1.40	250	350.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AURORA SAN DIEGO: FORM INTERROGATORIES, SET ONE; REQUEST FOR ADMISSIONS, SET ONE; SPECIAL INTERROGATORIES, SET TWO; REQUEST FOR PRODUCTION, SET TWO; NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK.			
08/10/21	PM	REVIEW AND REVISE DRAFT DISCOVERY REQUESTS.	0.50	750	375.00
08/11/21 10	KH	DRAFT SECOND ROUND OF DISCOVERY (PAGA): FORM INTERROGATORIES AND REQUESTS FOR ADMISSIONS, SET ONE; SPECIAL INTERROGATORIES AND REQUEST FOR PRODUCTION, SET TWO; NOTICE OF DEPOSITION OF DEFENDANT.	1.50	250	375.00
08/11/21 17	VR	REVIEW & REVISE PLAINTIFF'S DISCOVERY REQUESTS; FINALIZE AND SERVE	1.50	750	1,125.00
09/01/21 17	VR	REVIEW & REVISE WRITTEN DISCOVERY; REVIEW JOINT EMPLOYER ISSUE; ADVISE PM	1.00	750	750.00
09/08/21	KH	DRAFT SECOND ROUND OF DISCOVERY TO SIGNATURE HEALTHCARE SERVICES, LLC (FORM INTERROGATORIES, SET ONE; REQUESTS FOR ADMISSION, SET ONE; REQUEST FOR PRODUCTION, SET TWO; SPECIAL INTERROGATORIES, SET TWO; PMK DEPO NOTICE).	1.30	250	325.00
09/14/21	CJ	REVIEW CASE NOTES, ANALYZE COMPLAINT AND RESEARCH STATUS OF DISCOVERY TO DATE AND STATUS OF PLEADINGS TO DATE	1.50	550	825.00
09/14/21	CJ	RESEARCH DEFENDANTS' RELATIONSHIP RE PARENT ADN SUBSIDIARY AND EMPLOYMENT CONTROL, ANALYZE PLEADINGS RE SIGNAURE HEALTHCARE'S	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RELATIONSHIP WITH AURORA			
09/14/21	CJ	REVISE ALL SET TWO DISCOVERY REQUESTS TO SIGNATURE, DRAFT PMK DEPO NOTICE TO BOTH ENTITIES	1.50	550	825.00
09/15/21	KH	FINALIZE DISCOVERY TO SIGNATURE HEALTHCARE SERVICES LLC: FORM INTERROGATORIES, SET ONE; REQUEST FOR ADMISSIONS, SET ONE; SPECIAL INTERROGATORIES, SET TWO; SPECIAL INTERROGATORIES, SET TWO; NOTICE OF TAKING DEPOSITION OF DEFENDANTS FOR SERVICE ON DEFENDANTS.	1.00	250	250.00
09/24/21	CJ	EVALUATE REDLINES TO BW NOTICE, DETERMINE DISCOVERY PROPOUNDED TO DATE, ANALYZE TIMING FOR DEF'S EXTENSION REQUEST ADN WHETHER MORE EXTENSION HAVE BEEN GRANTED, DETERMINE TIMING FOR BELIARE AND COORESPOND WITH DEF RE SAME	1.00	550	550.00
09/30/21	CJ	COORESPOND WITH DEF RE BW NOTICE, EVALUATE FOR FINAL REVIEW, SENT TO TPA	0.75	550	412.50
10/04/21	PM	REVIEW STATUS OF ACTION AND DISCOVERY; REVIEW STATUS OF STIPULATION TO DISMISS CLASS AND INDIVIDUAL CLAIMS; ADVISE TEAM A RE ARBITRATION ISSUES.	0.50	750	375.00
10/18/21	PM	REVIEW STATUS OF DISCOVERY AND UPCOMING DATES; REVIEW STATUS OF BELAIRE-WEST NOTICE MAILING AND STRATEGIZE RE DISCOVERY.	0.30	750	225.00
11/10/21	CJ	RESEARCH CASE FILING DATE, EVALUATE COMPLAINT AND CASE NOTES, DOCUMENTS RECEIVED TO DATE, RESEARCH CASE POSTURE,	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DETERMINE WHEN DISCOVERY WAS SERVED AND DEADLINES SET BY THE COURT			
11/18/21	CJ	EVALUATE STATUS OF BELAIRE WEST NOTICE ADN WHEN CLASS LIST WILL BE SENT, CORRESPOND WITH TPA RE FINAL REPORT OF OPT OUTS	0.50	550	275.00
11/19/21	CJ	EVALUATE ALL SET 1 DISCOVERY RESPONSES FROM DEFENDANT SIGNATURE HEALTH AND MEMORILAZE DEFICIENCIES	1.00	550	550.00
11/19/21	CJ	EVALUATE ALL SET 1 DISCOVERY RESPONSES FROM DEFENDANT AURORA AND MEMORILAZE DEFICIENCIES	1.50	550	825.00
11/19/21	CJ	CONDUCT T/C WITH DEF TO MEET AND CONFER ON ALL SETS (1 ADN 2) FROM BOTH DEFENDANTS,	1.00	550	550.00
11/19/21	CJ	MEMORIALIZE MEET ADN CONFER CALL VIA DRAFTED LETTER TO DEF	0.75	550	412.50
12/02/21	CJ	FEE SPLIT ISSUE DETERMINATION RE BW NOTICE, CORRESPOND WITH DEF AND TPA	0.75	550	412.50
12/03/21	CJ	CONDUCT T/C WITH DEFENDANT RE DISCOVERY AND POTENTIAL FOR EARLY MEDIATION, CONFIRM WITH FIRM AND WITH DEF COUNSEL	1.00	550	550.00
12/06/21	AJB	EXCHANGE CORR WITH DEFENDANT TO SET UP MEDIATION.	1.00	895	895.00
12/07/21	CJ	PREPARE TO CONDUCT MEET AND CONRER CALL WITH OPC RE DEF'S SET 1 AND SET 2 DISCOVERY RESPONSES, EVALUATE CASE AND CLAIMS, REVIEW CASE NOTES AND COMPLAINT, ANALYZE MEET AND CONFER LETTER SENT TO OPC, EVALUATE RESPONSES AND ANNOTATE IMPROPER OBJECTIONS	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO RAISE ON CALL			
12/07/21	CJ	CONDUCT MEET AND CONFER CALL WITH OPC, MEMORIALIZE SAME TO OPC AND FIRM VIA CORRESPONDENCE	1.00	550	550.00
12/08/21	AJB	BOOK MEDIATION.	1.00	895	895.00
12/14/21	PM	REVIEW STATUS OF DISCOVERY DISPUTE AND STRATEGIZE RE TRIAL DATE.	0.50	750	375.00
12/16/21	KH	DRAFT STIPULATION AND PROPOSED ORDER TO CONTINUE TRIAL.	0.70	250	175.00
12/16/21	CJ	ANALYZE STATUS OF CASE, INCLUDING ALL APPROACHING DEADLINES AND DATES, STRATEGIZE RE STIP TO CONTINUE DATES AND REVISE STIPULATION	1.50	550	825.00
12/17/21	CJ	FINAL REVIEW AND EVALUATION OF STIP, SENT TO OPC	0.50	550	275.00
12/21/21	CJ	CORRESPOND WITH OPC RE STIPULATION TO CONTINUE TRIAL, EVALUATE DEF'S REDLINES, DETERMINE ACCEPTABLE, SENT FOR FILING	0.75	550	412.50
12/22/21	PM	REVIEW DEF. RESPONSES TO DISCOVERY; REVIEW AND FINALIZE STIPULATION TO CONTINUE TRIAL AND FILE AND SERVE.	1.00	750	750.00
01/04/22	PM	REVIEW DOCKET AND ADVISE TEAM RE TRIAL CONTINUANCE; REVIEW STATUS OF DISCOVERY DISPUTE.	0.50	750	375.00
01/20/22	CJ	EVALAUTE DOCUMENTS IN FILE, CREATE EXHIBITS, DRAFT MEDIATION DEMAND TO DEF OUTLINGIN DOCS AND DATA REQUIRED	2.00	550	1,100.00
01/26/22	PM	REVIEW CLIENT DOCUMENTS AND ANALYZE ARB AGREEMENT.	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/18/22	CJ	ANALYZE DOCUMENTS FROM PLAINTIFFS AND EVALUATE REP ISSUES IN PREP FOR AMENDING COMPLAINT AND ANALYSIS OF CLAIMS	1.00	550	550.00
03/21/22	PM	REVIEW STATUS OF ACTION; ADVISE CJ RE DRAFTING AMENDED COMPLAINT.	0.50	750	375.00
04/19/22	CJ	CONTINUE EVALUATION OF CASE AND CALIMS IN PREP FOR AMENDING COMPLAINT, RESEARCH PAGA LETTER AND STATUS OF NEW REP ADN PAGA LETTER, ADVISE PM	1.00	550	550.00
04/19/22	CJ	CONTINUE DRAFTING FAC TO GO PAGA ONLY, RESEARCH RE 204 ADN AMOUNT IN CONTROVERSY, SENT TO PM FOR REVIEW	2.00	550	1,100.00
05/10/22	KH	COMPILE/ORGANIZE AND BATES NUMBER ALL CLIENT DOCUMENTS RECEIVED TO DATE.	0.70	250	175.00
05/12/22	CJ	EVALUATE PL'S DOCUMENTS, RESEARCH CASE NOTES AND CLAIMS IN PREP FOR PREPARING EXHIBIT BOOK	1.00	550	550.00
05/12/22	CJ	CREATE EXHIBIT BOOK OF RELEVANT EXHIBITS FOR MEDIATION AND MEDIATION ANALYSES	1.00	550	550.00
05/12/22	CJ	CONDUCT T/C WITH PLAINTIFF	1.00	550	550.00
05/16/22	PM	REVIEW LEGAL AND FACTUAL ISSUES AND CASE DOCUMENTS; ADVISE RG RE AGGRIEVED EMPLOYEE DECLARATIONS.	1.50	750	1,125.00
05/16/22	FJG	INTAKE CASE MATERIAL; EMAIL WAYNE FOR ACCESS	0.20	250	50.00
05/16/22	FJG	READ CASE NOTES; READ COMPLAINT	1.00	250	250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/16/22	FJG	PREPARE CONTACT LIST FOR USE; EMAIL WELL	0.90	250	225.00
05/16/22	FJG	EMAILS TO PM/ND - BACK AND FORTH RE WELL	0.40	250	100.00
05/16/22	FJG	REVIEW CASE FILE IN SEARCH OF WELL	0.50	250	125.00
05/17/22	FJG	EMAILS W/SB RE REP WELL	0.10	250	25.00
05/17/22	FJG	WATCH VIDEOS OF VISTA DEL MAR, SAN DIEGO, AURORA SITES	0.30	250	75.00
05/17/22	FJG	EMAILS W/SB AND ND RE WELL	0.40	250	100.00
05/17/22	FJG	PITCH BLACKWOOD; PITCH DONNELLER	0.80	250	200.00
05/17/22	FJG	CALLS TO CMS	3.40	250	850.00
05/18/22	FJG	CALL TO BLACKWOOD - FOLLOW-UP FOR DECL	0.20	250	50.00
05/18/22	FJG	CALLS TO CMS; CALL W/BOROFF	3.90	250	975.00
05/18/22	FJG	MEMO WITH PM AND AJ RE COUNSELOR; PITCH MONROE	0.80	250	200.00
05/18/22	FJG	MEMO TO PM AND AJ RE MONROE	0.30	250	75.00
05/19/22	FJG	DRAFT TEMPLATE FOR CLASS DECL; TEXTS WITH MONROE	3.80	250	950.00
05/19/22	FJG	CALL WITH MONROE (NO-SHOW FOR SCHEDULED CALL)	0.20	250	50.00
05/20/22	FJG	CALLS TO CMS; FOLLOW-UP WITH BLACKWOOD	1.70	250	425.00
05/20/22	FJG	CALLS WITH NARISCO	0.30	250	75.00
05/20/22	FJG	GOOGLE MEAL AND REST FOR RNS; CALL W/NARISCO	0.80	250	200.00
05/20/22	FJG	MEMO TO AJ AND PM RE RNS STATUS; BEGIN NARISCO DECL DRAFT	3.20	250	800.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/20/22	ND	REVIEW AND ANALYZE EMPLOYMENT FILES OF TWO ADDITIONAL PLAINTIFFS. CALLS WITH PLAINTIFFS TO DISCUSS STATUS AND MEDIATION ISSUES.	3.00	850	2,550.00
05/23/22 06	FJG	CORRESPONDENCE TO ND AND PM RE SHIFTS CARRY-OVER INTO NEXT DAY	0.30	250	75.00
05/23/22	FJG	TEXTS W/MARCISO THROUGHOUT DAY	0.50	250	125.00
05/23/22	FJG	CONTINUE NARISCO DECL	4.00	250	1,000.00
05/24/22	FJG	TEXTS WITH MARISO FOR DECL INFO	0.10	250	25.00
05/24/22	FJG	TEXTS WITH MONROE FOR DECL CONTACT INFO	0.20	250	50.00
05/24/22	FJG	REVIEW ROUGH DRAFT OF MONROE DECL - CALL PREP	1.00	250	250.00
05/24/22	FJG	CALL W/MONROE; REVISE AND EXPAND ROUGH DRAFT	2.70	250	675.00
05/25/22	FJG	DRAFT MONROE DECL; MULTIPLE TEXT FOR INFO	5.00	250	1,250.00
05/25/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. PREPARE FOR MEDIATION.	4.80	850	4,080.00
05/26/22	PM	REVIEW AND ANALYZE LEGAL AND FACTUAL ISSUES; REVIEW CASE DOCUMENTS AND ANALYZE; REVIEW DRAFT CLASS MEMBER DECLARATION.	1.00	750	750.00
05/26/22	FJG	COMPLETE AND SUBMIT MONROE DECL	6.00	250	1,500.00
05/27/22	FJG	DISPATCH MONROE DECL; EMAIL QUESTIONS TO NARISCO (COMPOSE QUESTIONS)	1.10	250	275.00
05/27/22	FJG	REVIEW AND REVISE EXISTING	3.00	250	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		NARISCO DECL			
05/30/22	ND	ANALYZE ALL PAY STUBS EXEMPLARS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME.	3.20	850	2,720.00
05/31/22	FJG	EMAIL RICO TO FOLLOW-UP ON MONROE DECL	0.10	250	25.00
05/31/22	FJG	CONTINUE REVISION OF NARISCO DECL BASED ON ANSWERS	3.20	250	800.00
05/31/22	FJG	TEXT NARISCO FOR "CODE" CLARIFICATION	0.20	250	50.00
05/31/22	FJG	SUBMIT DRAFT TO PM PENDING "CODE" INFO	0.10	250	25.00
06/01/22	RE	FOLLOW UP EMAIL W DECLARANT A MONROE RE DECLARATION	0.30	675	202.50
06/02/22	ND	ANALYZE ARBITRATION AGREEMENTS. LEGAL RESEARCH REGARDING VIKING RIVER CRUISES OPINIONS.	2.90	850	2,465.00
06/04/22	ND	REVIEW FACTS AND LAW. DRAFT MEDIATION BRIEF.	6.00	850	5,100.00
06/06/22	FJG	FOLLOW-UP EITH NARISCO, MONROE, AND RICO	0.30	250	75.00
06/06/22	FJG	PITCH DUNN; PITCH LAURIE	3.40	250	850.00
06/06/22	FJG	PITCH KISSIN; MEMO TO AJ AND PM RE COVID	0.90	250	225.00
06/06/22	FJG	CALLS TO CMS ALL DAY	4.10	250	1,025.00
06/06/22	CJ	EVALUATE CASE AND CLAIMS, DETERMINE DOCS RECEIVED TO DATE, ORGANIZE AND CRAFT CORRESPONDENCE TO PLAINTIFF	1.25	550	687.50
06/07/22	FJG	EMAIL RICO FOR FOLLOW-UP; CALLS	4.10	250	1,025.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO CMS			
06/07/22	FJG	PITCH SAINZ; PITCH SILVERSTEIN	0.70	250	175.00
06/07/22	FJG	PITCH SCALISE	0.50	250	125.00
06/07/22	CJ	T/C WITH P, ANNOTATE RE SAME	1.00	550	550.00
06/07/22	CJ	CONFER WITH OPC RE MITIGATION EFFORTS BY P	0.50	550	275.00
06/07/22	ND	ANALYZE PREVIOUS PAGA SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION. RESEARCH REGARDING THE SAME.	2.90	850	2,465.00
06/09/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FORWARD TO AJ TO FINALIZE	2.00	675	1,350.00
06/09/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	450	1,260.00
06/10/22	PM	REVIEW DRAFT EMPLOYEE DECLARATIONS.	1.00	750	750.00
06/13/22	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.80	450	1,260.00
06/14/22	SB	PREPARE FOR MEDIATION, REVIEW AND ANALYZE MEDIATION BRIEF, ADVISE AJB	2.80	450	1,260.00
06/14/22	ND	ANALYZE EXPERT PENALTY REPORT AND NOTES AND ASSUMPTIONS. REVIEW ALL EXHIBITS TO MEDIATION BRIEF AND ALL OTHER MEDIATION MATERIALS TO PREPARE FOR MEDIATION.	2.90	850	2,465.00

TOTAL BILLED HOURS

A.J.BHOWMIK	2.00 hr @ 895.00	\$ 1,790.00
CHARLOTTE JAMES	30.75 hr @ 550.00	\$ 16,912.50
FREDRICK J. GOLDMAN	64.70 hr @ 250.00	\$ 16,175.00

KARLA HORNE	17.60 hr @ 250.00	\$ 4,400.00
NICK DEBLOUW	54.60 hr @ 850.00	\$ 46,410.00
PIYA MUKHERJEE	12.30 hr @ 750.00	\$ 9,225.00
RICO EHMAN	17.20 hr @ 675.00	\$ 11,610.00
SCOTT BLUMENTHAL	13.60 hr @ 450.00	\$ 6,120.00
VICTORIA RIVAPALACIO	18.20 hr @ 750.00	\$ 13,650.00

TOTAL PROFESSIONAL SERVICES

230.95

\$126,292.50

COSTS ADVANCED

08/17/20	PAGA NOTICE FILING FEE.	75.00
02/22/21	ONELEGAL FILING FEE	1,494.36
03/29/21	FILING FEE/ONELEGAL	12.35
03/29/21	FILING FEE/ONELEGAL	12.35
03/31/21	KNOX ATTORNEY SERVICES	113.55
03/31/21	KNOX ATTORNEY SERVICES	111.55
03/31/21	FILING FEE/ONELEGAL	39.38
04/01/21	FILING FEE/ONELEGAL	38.86
04/08/21	FILING FEE/ONELEGAL	12.35
04/14/21	ONELEGAL FILING FEE	12.35
04/15/21	ONELEGAL FILING FEE	12.35
04/17/21	ONELEGAL FILING FEE	38.86
04/20/21	FILING FEE.	39.38
04/30/21	MESSENGER - KNOX	135.35
04/30/21	MESSENGER - KNOX	109.55
07/08/21	FILING VIA ONE LEGAL	16.47
07/12/21	FILING VIA ONE LEGAL	12.35
07/12/21	FILING VIA ONE LEGAL	40.41
07/14/21	COURT APPEARANCE VIA COURT CALL	94.00
12/23/21	ONELEGAL FILING FEE	39.64

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/06/22	MEDIATION FEES - MARK RUDY.	11,000.00
01/11/22	ONE LEGAL FILING FEE	<u>32.94</u>
	TOTAL COSTS ADVANCED	<u>\$ 13,493.40</u>
TOTAL CURRENT CHARGES		<u>\$139,785.90</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/22/2024
Due On: 02/21/2024

Xavier Dremee
1651 S Juniper St., Unit 184
Escondido, CA 92025

CA2152

Aurora-San Diego, LLC; Signature Healthcare Services, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/08/2022	Question to Scalise; draft Scalise decl	4.10	\$250.00	\$1,025.00
Service	06/08/2022	Submit with note; receive info from Scalise	0.40	\$250.00	\$100.00
Service	06/08/2022	Calls to CMs; follow-up with Monroe and Narciso	3.00	\$250.00	\$750.00
Service	06/09/2022	Revise Scalise decl; dispatch	1.10	\$250.00	\$275.00
Service	06/09/2022	Notify Scalise; rec re: Monroe and Narciso	0.20	\$250.00	\$50.00
Service	06/09/2022	Email with AJ re COVID time; follow-up attempts with Monroe and Narciso	0.50	\$250.00	\$125.00
Service	06/09/2022	Calls to CMs for decls; intake signed Scalise decl	3.10	\$250.00	\$775.00
Service	06/10/2022	Text Scalise for call; emails with AJ	0.30	\$250.00	\$75.00
Service	06/13/2022	Email AJ re case status; pitch Abraham	0.60	\$250.00	\$150.00
Service	06/13/2022	Email team re pay and meal clocking	0.40	\$250.00	\$100.00
Service	06/13/2022	Email re data/records; pitch Jones	0.40	\$250.00	\$100.00
Service	06/13/2022	Pitch Real; calls to CMs	4.20	\$250.00	\$1,050.00
Service	06/14/2022	Pitch Ponce; pitch Pratt	0.70	\$250.00	\$175.00
Service	06/14/2022	Calls to CMs; email AJ/Piya re retainers	2.40	\$250.00	\$600.00
Service	06/14/2022	Call Monroe; call Scalise	0.20	\$250.00	\$50.00

Service	06/14/2022	Text Narisco; email AJ re arb pitch	0.30	\$250.00	\$75.00
Service	06/14/2022	Call with Monroe re retainer; emails with Taylor re retainer	0.50	\$250.00	\$125.00
Service	06/14/2022	Calls to CMs	1.60	\$250.00	\$400.00
Service	06/14/2022	Review docs, analyze re settlement issues. Advise AJ	1.25	\$995.00	\$1,243.75
Service	06/16/2022	Prep for and attend mediation.	10.00	\$895.00	\$8,950.00
Service	06/16/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	07/13/2022	Review revisions to MOU; email AJ	0.40	\$950.00	\$380.00
Service	07/28/2022	Review mediation notes and MOU terms. Send to all Plaintiffs for review and signatures. Calls to discuss and explain terms and to obtain signatures.	1.60	\$850.00	\$1,360.00
Service	08/02/2022	Review calendar and upcoming dates and deadlines; review status of settlement and MOU.	0.50	\$750.00	\$375.00
Service	09/06/2022	Intake call/text from Jezeree Wahlgren, CM, in response to my call from June 1, 2022. Questions about case.	0.25	\$250.00	\$62.50
Service	09/06/2022	Emails with Nick regarding case status and identity of Whalgren.	0.17	\$250.00	\$41.67
Service	09/19/2022	Review docs, analyze re final long form.	1.50	\$995.00	\$1,492.50
Service	09/23/2022	Review long form, analyze.	2.00	\$995.00	\$1,990.00
Service	10/07/2022	Review and revise draft settlement agreement; analysis of issues remaining and corrected; email Defendant; memo to admin; memo to staff	3.00	\$950.00	\$2,850.00
Service	11/01/2022	Review Defendant's revisions and comments on the Agreement; revise agreement and prepare further redlines to the Agreement; email Defendant with explanation as to further revisions	2.00	\$950.00	\$1,900.00
Service	11/01/2022	Draft exhibits to Agreement; research issues and review status of pleadings; advise PM re SAC issues	4.50	\$950.00	\$4,275.00
Service	11/01/2022	Draft Second Amended Complaint; review settlement agreement draft.	2.00	\$750.00	\$1,500.00
Service	11/01/2022	Research status of amended complaint	0.25	\$550.00	\$137.50
Service	11/02/2022	Review and Analyze: review and analyze MOU; review settlement agreement; draft amended complaint and stipulation re leave to amend; advise PM	1.00	\$750.00	\$750.00
Service	11/03/2022	Draft: draft SAC and stipulation to amend; review settlement agreement; review correspondence between parties	1.70	\$750.00	\$1,275.00

Service	11/04/2022	Review and Revise: review and revise SAC and stipulation to amend; review settlement agreement; correspondence to Def	2.50	\$750.00	\$1,875.00
Service	11/08/2022	Correspondence with Opposing Counsel: correspondence to def re amended complaint; review stipulation and amended complaint; advise PM	0.70	\$750.00	\$525.00
Service	11/10/2022	Review and revise Class Notice exhibit per Defendant and prepare final exhibit. Revise Agreements for final; email Def; memo to staff	2.00	\$950.00	\$1,900.00
Service	11/10/2022	Review settlement agreement for conformity with MOU terms. Send to all Plaintiffs for signatures. Follow up to answer questions and obtain signatures.	1.40	\$850.00	\$1,190.00
Service	11/16/2022	Review and Revise: review and revise stipulation re SAC; review and revise SAC; correspondence to def	1.50	\$750.00	\$1,125.00
Service	11/21/2022	Review and Revise: review stipulation re amended complaint; review settlement agreement	0.80	\$750.00	\$600.00
Service	11/22/2022	Review and Analyze: review stipulation re amended complaint; review correspondence between parties; advise PM	0.40	\$750.00	\$300.00
Service	11/23/2022	Finalize stipulation to file FAC, update POS, file and serve.	0.40	\$250.00	\$100.00
Service	12/08/2022	Review status of action and docket; review status of stip to file amended complaint and upcoming dates.	0.50	\$750.00	\$375.00
Service	01/04/2023	Review docket, and check status on stip for leave to file amended complaint.	0.30	\$250.00	\$75.00
Service	01/04/2023	ROA check re Stip to file FAC, email Piya with update.	0.20	\$250.00	\$50.00
Service	01/09/2023	Review docket and strategize re upcoming hearings and deadlines.	0.50	\$750.00	\$375.00
Service	01/20/2023	File and serve stip. to vacate trial dates.	0.40	\$250.00	\$100.00
Service	05/10/2023	Contact clerk re hearing for prelim. approval.	0.10	\$250.00	\$25.00
Service	05/12/2023	Followed up with clerk re hearing for prelim. approval	0.20	\$250.00	\$50.00
Service	06/12/2023	Email from Piya re service list; and update pos.	0.20	\$250.00	\$50.00
Service	06/13/2023	Email to Opposing counsel with full service list.	0.10	\$250.00	\$25.00
Service	08/16/2023	work on preliminary approval issues; prepare outline; review documents and prep for motion drafting	1.00	\$950.00	\$950.00
Service	08/17/2023	Review document and case status; check docket and analyze regarding stip and SAC; memo to staff and review response; review filed SAC	1.00	\$950.00	\$950.00
Service	08/17/2023	Work on approval issues and review valuation from AJ;	5.50	\$950.00	\$5,225.00

		draft motion for preliminary approval; research who is Defendant's counsel and email possibilities			
Service	08/17/2023	Review status of amended complaint; advise VR re the same; review docket and case file.	1.00	\$750.00	\$750.00
Service	08/17/2023	Email from OPC re handling attys; and update pos.	0.20	\$250.00	\$50.00
Service	08/17/2023	Update signature and date; and file/serve FAC.	0.40	\$250.00	\$100.00
Service	08/17/2023	Reviewed ROA, and previous filings for Defendant's current counsel. Firm changed but update was not provided. Emailed Piya and Kyle and reviewed follow up emails to confirm correct counsel.	0.40	\$250.00	\$100.00
Service	08/17/2023	Download SAC, upload to LWDA portal, and email to firm.	0.40	\$250.00	\$100.00
Service	08/21/2023	Review status of amended complaint stipulation; advise team re handling of stipulation and filing of amended complaint.	0.50	\$750.00	\$375.00
Service	08/21/2023	Email from Piya to follow up on FAC, ROA review and inform Piya.	0.20	\$250.00	\$50.00
Service	08/22/2023	Review file; draft declaration of Xavier Dremee re preliminary approval/service award declaration; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	08/22/2023	Review file; draft declaration of Alexis Monroe re preliminary approval/service award declaration; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	08/22/2023	Review file; draft declaration of Christina Bonniwell re preliminary approval/service award declaration; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	08/24/2023	Work on approval issues and motion; email Def	0.40	\$950.00	\$380.00
Service	08/24/2023	Review preliminary approval motion; review endorsed SAC; upload SAC to LWDA site.	0.75	\$750.00	\$562.50
Service	08/25/2023	Draft declaration ISO motion; research issues for inclusion in declaration and review exhibits for use in decl.; email Def	2.75	\$950.00	\$2,612.50
Service	08/25/2023	Review emails and issue re amendment of agreement; draft stipulation; revise class notice; email Def	1.50	\$950.00	\$1,425.00
Service	08/28/2023	Various comm. w Alexis Monroe re preliminary approval declaration	0.40	\$675.00	\$270.00
Service	08/29/2023	Review and revise draft declaration ISO motion; prepare exhibits; prepare final signed declaration	2.00	\$950.00	\$1,900.00
Service	08/29/2023	Review and revise motion for preliminary approval for final; file and serve motion; serve LWDA	1.75	\$950.00	\$1,662.50

Service	08/29/2023	Review Defendant's Sub of Atty form, and update POS.	0.20	\$250.00	\$50.00
Service	08/31/2023	Review and download filed motion; upload to directory	0.25	\$950.00	\$237.50
Service	09/21/2023	Court appearance - preliminary approval; prepare for hearing; update notes; review tentative ruling	0.75	\$950.00	\$712.50
Service	10/04/2023	Review formatted documents; research and respond to questions from Admin	0.50	\$950.00	\$475.00
Service	12/11/2023	Review Admini declaration; revise and provide redlines to Admin	0.50	\$950.00	\$475.00
Service	01/10/2024	Review preliminary approval order and preliminary approval motion and analyze; draft final approval motion and notice of motion.	3.50	\$750.00	\$2,625.00
Service	01/15/2024	Review draft motion for final approval; revise motion; email Def; memo to staff; revise proposed judgment	3.00	\$950.00	\$2,850.00
Service	01/16/2024	Tel. call with clerk re SAC, and follow up email to Piya.	0.30	\$250.00	\$75.00
Service	01/18/2024	Draft declaration for motion for final approval; review declaration in support of preliminary approval and review revisions to draft final approval motion.	1.50	\$750.00	\$1,125.00
Service	01/19/2024	Draft/review/revise declaration in support of final approval motion; review and revise final approval motion.	1.75	\$750.00	\$1,312.50
Service	01/22/2024	Review and revise declaration ISO motion for final approval; review and prepare exhibits	1.50	\$950.00	\$1,425.00
Service	01/22/2024	Review and revise motion for final approval; prepare motion for filing; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Services Subtotal					\$81,735.42

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/23/2022	Berger Consulting Fee	1.00	\$2,750.00	\$2,750.00
Expense	01/11/2023	filing via OneLegal	1.00	\$33.46	\$33.46
Expense	08/22/2023	One Legal Filing Fee	1.00	\$51.48	\$51.48
Expense	08/24/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	08/31/2023	Filing fee - one legal - motion	1.00	\$75.10	\$75.10
Expense	09/01/2023	Lexis Nexis	1.00	\$460.00	\$460.00
Expense	09/13/2023	Filing expenses for motion - courtesy copy delivery by one legal	1.00	\$77.21	\$77.21

Expense	01/22/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$3,520.58

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Norm Blumenthal	4.75	\$995.00	\$4,726.25
Scott Blumenthal	8.0	\$450.00	\$3,600.00
Nicholas De Blouw	3.0	\$850.00	\$2,550.00
Ricardo Ehmann	5.4	\$675.00	\$3,645.00
Charlotte James	0.25	\$550.00	\$137.50
Piya Mukherjee	12.5	\$750.00	\$9,375.00
Kyle Nordrehaug	37.05	\$950.00	\$35,197.50
Victoria Rivapalacio	8.6	\$750.00	\$6,450.00
Gerardo Galaviz	4.0	\$250.00	\$1,000.00
Frederick Goldman	24.42	\$250.00	\$6,104.17
		Subtotal	\$85,256.00
		Total	\$85,256.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/21/2024	\$85,256.00	\$0.00	\$85,256.00
			Outstanding Balance	\$85,256.00
			Total Amount Outstanding	\$85,256.00

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiffs,

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 XAVIER
DREMEE 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, Xavier Dremee, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Aurora-San Diego, LLC ("Aurora") in California from December of 2019 to
10 May 11, 2020 and was classified by Aurora as a non-exempt employee during that time period.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
17 asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
20 I felt that my legal rights as an employee and others like me were violated. For example, I
21 regularly did not receive compliant meal and rest breaks which were often late, interrupted or
22 missed entirely. Also, I did not receive all the meal and rest break premium payments I was
23 entitled to when these violations occurred. As to rest breaks in particular, I was not allowed to
24 leave the work premises during these breaks. I should have been allowed to leave the work
25 premises for my rest breaks if I chose to do so. Also, there were many times where I was
26

1 interrupted during my meal breaks and had to work while clocked out. I did not receive any
2 minimum wages for this time I spent working off the clock during my meal breaks. I also had to
3 use my personal cell phone for work-related purposes, such as scheduling issues, but was not
4 reimbursed by Aurora for any cell phone charges I incurred.

5
6 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
7 Aurora implemented its company policies and procedures. I also assisted my attorneys in their
8 investigation into my claims by providing them documents and answering their questions. I
9 reviewed the complaint before it was filed and after it was filed I was given access to an
10 electronic file sharing program that alerted me via email when important documents were filed
11 so that I could review them and keep up with the developments in the case which I understood
12 was one of my duties as a class representative. I would also contact my attorneys from time to
13 time if I had any questions about the case.

14
15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.

21
22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Aurora in California. I felt that these individuals were not aware of their
25 labor law rights and even if they were they would probably be apprehensive about speaking up or
26 even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Aurora to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on June 16, 2022 with Mark Rudy, a well-respected and experienced mediator of wage and hour class actions. After the all-day mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on July 28, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on November 10, 2022.

12. I have been actively involved with this lawsuit performing the duties described above.

Although I did not keep time records, I was in regular contact with my attorneys, reviewed court

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 40-50 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

21 15. As part of the settlement it was necessary for me to sign a general release of
22 claims I may have against Aurora. I believe the Class Representative Service Payment I have
23 requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing a former employer, the exposure to being responsible for paying Aurora's costs in the
27 event we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release, and in light of the size of the settlement, I believe the request for
2 \$10,000 as a Class Representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Executed on Aug 23, 2023, at San Marcos, California.
6 (city, state)

7
8 
Xavier Dremee (Aug 23, 2023 10:39 PDT)
9 Xavier Dremee

EXHIBIT #7

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiffs,

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 CHRISTINA
BONNIWELL 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, Christina Bonniwell, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I have worked for Aurora-San Diego, LLC ("Aurora") in California since May of 2016
10 and have been classified by Aurora as a non-exempt employee during that time period.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
17 asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
20 I felt that my legal rights as an employee and others like me were violated. For example, I
21 regularly did not receive compliant meal and rest breaks which were often late, interrupted or
22 missed entirely. Also, I did not receive all the meal and rest break premium payments I was
23 entitled to when these violations occurred. As to rest breaks in particular, I was not allowed to
24 leave the work premises during these breaks. I should have been allowed to leave the work
25 premises for my rest breaks if I chose to do so. Also, there were many times where I was
26
27

1 interrupted during my meal breaks and had to work while clocked out. I did not receive any
2 minimum wages for this time I spent working off the clock during my meal breaks. I also had to
3 use my personal cell phone for work-related purposes, such as scheduling issues, but was not
4 reimbursed by Aurora for any cell phone charges I incurred.

5
6 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
7 Aurora implemented its company policies and procedures. I also assisted my attorneys in their
8 investigation into my claims by providing them documents and answering their questions. I
9 reviewed the complaint before it was filed and after it was filed I was given access to an
10 electronic file sharing program that alerted me via email when important documents were filed
11 so that I could review them and keep up with the developments in the case which I understood
12 was one of my duties as a class representative. I would also contact my attorneys from time to
13 time if I had any questions about the case.

14
15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.

21
22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Aurora in California. I felt that these individuals were not aware of their
25 labor law rights and even if they were they would probably be apprehensive about speaking up or
26 even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Aurora to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Also, it has been stressful for me to pursue this litigation in light of the fact I was a current employee at the time I filed the lawsuit and continue to be employed by Aurora. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on June 16, 2022 with Mark Rudy, a well-respected and experienced mediator of wage and hour class actions. After the all-day mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on July 28, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on December 28, 2022.

12. I have been actively involved with this lawsuit performing the duties described above.

1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
3 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
4 up until this point. I believe I have been diligent and have done what is expected of a named
5 plaintiff and a proposed class representative to date, and will continue to do so. I have and
6 always will maintain the best interest of the class members.
7

8 13. My attorneys explained to me that the settlement process involves a two-step
9 review by the Court to determine whether the settlement is fair before approving the settlement.
10 I know this process also involves notifying all class members of the settlement terms and of their
11 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
12 settlement.
13

14 14. I believe I did the right thing by filing this case on behalf of the class members who,
15 subject to court approval, are in line to receive monetary payments as a result of this case and
16 settlement. This is money they may never have ever gotten if I did not pursue this action on their
17 behalf. I feel significant personal satisfaction to know that I played a role in the class members
18 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
19 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
20 compensation for the work I performed and the risks I undertook.
21

22 15. As part of the settlement it was necessary for me to sign a general release of all
23 claims I may have against Aurora. I believe the Class Representative Service Payment I have
24 requested provides me with some compensation for this agreed release.
25

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing a former employer, the exposure to being responsible for paying Aurora's costs in the
28

1 event we did not win the case, the reputational risk that future employers may hold this lawsuit
2 against me, the general release, and in light of the size of the settlement, I believe the request for
3 \$10,000 as a Class Representative service payment is fair and reasonable.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on Aug 23, 2023, at Christina bonniwell.
7 (city, state)

8 
9 Christina bonniwell (Aug 23, 2023 13:38 EDT)
10 Christina Bonniwell

EXHIBIT #8

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiffs,

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 ALEXIS
MONROE 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, Alexis Monroe, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for Aurora-San Diego, LLC ("Aurora") in California from February of 2021 to
10 May of 2021 and was classified by Aurora as a non-exempt employee during that time period.

11 4. I retained my attorneys who are experienced in both class action and PAGA
12 representative action litigation and claims against employers for violations of the California
13 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
14 Court. I am not aware of having any actual or potential conflicts of interest with another class
15 member in this case nor am I aware of having any actual or potential conflicts of interest with
16 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
17 asserting claims that will be extinguished or adversely affected by this settlement.
18

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
20 I felt that my legal rights as an employee and others like me were violated. For example, I
21 regularly did not receive compliant meal and rest breaks which were often late, interrupted or
22 missed entirely. Also, I did not receive all the meal and rest break premium payments I was
23 entitled to when these violations occurred. As to rest breaks in particular, I was not allowed to
24 leave the work premises during these breaks. I should have been allowed to leave the work
25 premises for my rest breaks if I chose to do so. Also, there were many times where I was
26
27

1 interrupted during my meal breaks and had to work while clocked out. I did not receive any
2 minimum wages for this time I spent working off the clock during my meal breaks. I also had to
3 use my personal cell phone for work-related purposes, such as scheduling issues, but was not
4 reimbursed by Aurora for any cell phone charges I incurred.

5
6 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
7 Aurora implemented its company policies and procedures. I also assisted my attorneys in their
8 investigation into my claims by providing them documents and answering their questions. I
9 reviewed the complaint before it was filed and after it was filed I was given access to an
10 electronic file sharing program that alerted me via email when important documents were filed
11 so that I could review them and keep up with the developments in the case which I understood
12 was one of my duties as a class representative. I would also contact my attorneys from time to
13 time if I had any questions about the case.

14
15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.

21
22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Aurora in California. I felt that these individuals were not aware of their
25 labor law rights and even if they were they would probably be apprehensive about speaking up or
26 even simply because of the time, effort and risk involved in filing a class action lawsuit.

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Aurora to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As one of only three named Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also kept up to date on important developments by reviewing court filings that were made available to me electronically as I described above.

11. A mediation took place on June 16, 2022 with Mark Rudy, a well-respected and experienced mediator of wage and hour class actions. After the all-day mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on July 28, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on November 10, 2022.

12. I have been actively involved with this lawsuit performing the duties described above.

Although I did not keep time records, I was in regular contact with my attorneys, reviewed court

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

7 13. My attorneys explained to me that the settlement process involves a two-step
8 review by the Court to determine whether the settlement is fair before approving the settlement.
9 I know this process also involves notifying all class members of the settlement terms and of their
10 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
11 settlement.
12

13 14. I believe I did the right thing by filing this case on behalf of the class members who,
14 subject to court approval, are in line to receive monetary payments as a result of this case and
15 settlement. This is money they may never have ever gotten if I did not pursue this action on their
16 behalf. I feel significant personal satisfaction to know that I played a role in the class members
17 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
18 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
19 compensation for the work I performed and the risks I undertook.
20

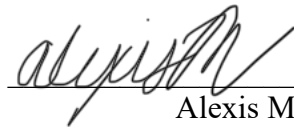
21 15. As part of the settlement it was necessary for me to sign a general release of all
22 claims I may have against Aurora. I believe the Class Representative Service Payment I have
23 requested provides me with some compensation for this agreed release.
24

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing a former employer, the exposure to being responsible for paying Aurora's costs in the
27 event we did not win the case, the reputational risk that future employers may hold this lawsuit
28

1 against me, the general release, and in light of the size of the settlement, I believe the request for
2 \$10,000 as a Class Representative service payment is fair and reasonable.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct.

5 Executed on 8/28/23, at San Marcos, CA.
6 (city, state)

7 
8 _____
9 Alexis Monroe