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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LASSEN**

JACQUELINE MARSHALL, LANCE
PHILLIPS, KRISTIN KNOWLES, CHRIS
ANDERSON, KAYVAN MARSHALL,
KANE EDWARDS, JORDAN MOSER,
KYLE EVANS, JENNA DIAZ, TERRI
MAURICIO, JOANN LEE, TEISLEYE
SMITH, LAUREN YOUNG, HEATHER
IMHOF, STEPHANIE SWISHER, JOHN
SICKMAN and MARK HARMON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

PHI AIR MEDICAL, LLC, a Limited
Liability Company; PHI HEALTH, LLC, a
Limited Liability Company; and Does 1
through 50, Inclusive,

Defendants.

Case No.: **63485**

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

Hearing Date: July 26, 2022
Hearing Time: 9:00 a.m.

Dept: 2
Judge: Hon. Mark R. Nareau

Action Filed: March 17, 2021
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher
4 Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrianne
5 Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John
6 Sickman, and Mark Harmon (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts,
7 pleadings and history of this matter. The following facts are within my own personal knowledge,
8 and if called as a witness, I could testify competently to the matters stated herein.

9 2. This declaration is being submitted in support of the motion for preliminary approval
10 of the proposed class action settlement with Defendant PHI Health, LLC (“Defendant”), and seeks
11 entry of an order: (1) preliminarily approving the proposed settlement of this class action with
12 Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised
13 of “all individuals who are or previously were employed by Defendant in California who were
14 classified as non-exempt employees at any time during the Class Period” of August 2, 2019 through
15 October 27, 2021;” (3) provisionally appointing Plaintiffs as the representatives of the Class; (4)
16 provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik of
17 Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the
18 form and method for providing class-wide notice; (6) directing that notice of the proposed
19 settlement be given to the class; (7) appointing Simpluris as Settlement Administrator, and (8)
20 scheduling a final approval hearing date to consider Plaintiffs’ motion for final approval of the
21 settlement and entry of the Judgment, and Plaintiffs’ motion for approval of attorneys' fees and
22 expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action Settlement
23 Agreement (“Agreement”) along with exhibits thereto. This Declaration incorporates by reference
24 the definitions in the Agreement, and all terms defined therein shall have the same meaning as set
25 forth in the Agreement.

26
27 Fairness of Settlement

28 3. As consideration for this Settlement, the Gross Settlement Amount is Three Hundred

1 Thirty Thousand Dollars (\$330,000) to be paid by Defendant, as set forth in the Agreement. The
2 Gross Settlement Amount is all-inclusive of all payments contemplated in this resolution, excluding
3 any employer-side payroll taxes on the portion of the settlement payments allocated to wages which
4 shall be separately paid by Defendant to the Settlement Administrator. The Settlement is all-in with
5 no reversion to Defendant and no need to submit a claim form.

6 4. The relief provided in the Settlement will benefit all members of the Class. The
7 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
8 Payments to the Class Members are all determined under a neutral methodology. Each
9 Participating Class Member will receive the same opportunity to participate in and receive payment
10 through a neutral formula that is based upon the weeks worked by that individual.

11 5. On July 27, 2021, the Parties participated in an all-day mediation presided over by
12 Mark Rudy, a respected mediator of wage and hour representative and class actions. In preparation
13 for the mediation, Defendant provided Class Counsel with necessary information for the members
14 of the Class, including time data, payroll data and data concerning the composition of the Class.
15 Class Counsel analyzed the data with the assistance of damages expert, Berger Consulting, and
16 prepared and submitted a mediation brief and damage valuation to the Mediator. At the conclusion
17 of the all-day mediation, the Parties agreed to this Settlement. The final settlement terms were
18 negotiated and set forth in the Agreement now presented for this Court's approval. Importantly,
19 Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

20 6. The Net Settlement Amount provides an average recovery of \$1,201 per Class
21 Member and \$18 per work week. The calculations to compensate for the amount due to the Class
22 Members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger
23 Consulting, in advance of mediation. For the individuals whose claims are at issue in this Actions,
24 Plaintiffs analyzed the data for putative class members and determined the potential maximum
25 damages for the class claims. For the Class, Plaintiffs determined that the maximum potential
26 unpaid overtime due to the alleged miscalculation of the regular rate was \$34,775, the potential off-
27 the-clock damages were \$39,367 for an alleged 5 min each day for donning and doffing, the
28 maximum damages for unreimbursed expenses were estimated to be \$34,040 based upon \$40 per

1 month for cell phone usage, the alleged underpaid meal and rest period premiums were \$2,296, and
2 the meal period and rest period claims based upon alleged on-duty policies had no monetary value
3 because of the newly enacted Proposition 11 codified in Labor Code §887 permitted the on-duty
4 breaks. In total, the damages for the Class were calculated to have a maximum total value of
5 \$110,478. In addition, Plaintiffs calculated that the maximum value of the waiting time penalties
6 were \$147,685, and the maximum value of the wage statement penalties were \$181,350, however,
7 these wage statement and waiting time penalties claims potentially have a much smaller value, even
8 if damages were awarded, to the extent that they are only derivative of the meal and rest break
9 claims.¹ Consequently, the Gross Settlement Amount represents more than the potential maximum
10 damages at issue for the Class in this case and 75% of the combination of the maximum damages
11 and maximum statutory penalties, assuming these amounts could all be proven in full at trial.² The
12 above maximum calculations should then be adjusted in consideration for both the risk of
13 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
14 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
15 reasonable.

16 17 Procedural History of the Litigation

18 7. On October 1, 2020, Plaintiffs filed a class action Complaint against Defendant in
19 the Superior Court of the State of California, County of Lassen. Plaintiffs asserted the following

20
21 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
22 226, Plaintiffs recognized that these derivative claims were subject to additional defenses asserted by
23 Defendant, including, but not limited to, a good faith dispute defense as to whether any premium wages
24 for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs were
25 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
26 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
27 and when the wages were due."). Additionally, Courts have held that violations of the meal and rest
28 period regulations, which require payment of a "premium wage" for each improper meal period, do **not**
give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China Bisto, Inc.*, 245 Cal.
App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336
(2018). As a result, the viability of Plaintiffs' claims on these theories is uncertain.

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
the PAGA claim in this discussion. The PAGA claim is addressed below at ¶ 33.

1 class claims against Defendant: (1) unfair competition in violation of Cal. Bus & Prof. Code §§
2 17200, et seq.; (2) failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197,
3 and 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to
4 provide required meal and rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure
5 to provide required meal and rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6)
6 failure to reimburse employees for required expenses in violation of Cal. Labor Code §2802; (7)
7 failure to provide accurate itemized wage statements in violation of Cal. Labor Code § 226; and, (8)
8 failure to provide all wages when due at termination in violation of Cal. Lab. Code § 201, 202, and
9 203. On December 14, 2020, Defendant removed the Action to the United States District Court,
10 Eastern District of California.

11 8. On March 17, 2021, Plaintiff Jacqueline Marshall filed a separate Representative
12 Action Complaint against Defendant and PHI Air Medical, LLC in the Superior Court of the State
13 of California, County of Lassen, Plaintiff Marshall asserted claims that Defendant: violated the
14 Private Attorney General Act, California Labor Code §§ 2698, et seq. ("PAGA").

15 9. On November 12, 2021, as part of this Settlement, Plaintiffs filed a First Amended
16 Complaint in this PAGA action to the Plaintiffs and all of the class action claims currently pending
17 in the Class Action, to the PAGA Action. When preliminary approval is granted by the Lassen
18 County Superior Court, the Class Action will be dismissed without prejudice.

19 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
20 including Rule 26 disclosures, the production of documents, class data, and other information,
21 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
22 The information for mediation obtained by Plaintiffs included: (1) data showing employees and
23 their weeks worked; (2) Payroll information for employees; (3) Defendants' employee wage and
24 hour policies; (4) the employment files for the Plaintiffs; and, (7) samples of wage statements
25 provided by Defendant. Plaintiffs and Defendant agreed to discuss resolution of the Action through
26 a mediation.

27 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
28 of documents and information in connection with the Action. On July 27, 2021, the Parties

1 participated in an all-day mediation presided over by Mark Rudy, Esq., a respected and experienced
2 mediator of wage and hour class actions. Following this mediation, with the assistance of the
3 mediator, each side, represented by its respective counsel, agreed to settle the Action based on a
4 mediator's proposal which was memorialized in the form of a Memorandum of Understanding. At
5 all times, the negotiations were arm's length and contentious.

6 12. The Parties continued to negotiate the terms of the settlement and prepared the final
7 Agreement which was signed by the Parties and is now presented to this Court for preliminary
8 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
9 who are or previously were employed by Defendant in California who were classified as
10 non-exempt employees at any time during the Class Period." (Agreement at ¶ I(3).) The Class
11 Period is from August 2, 2019 through October 27, 2021. (Agreement at ¶ I(11).) Defendant has
12 provided the Declaration of Kathryn Evans as required by the Agreement which verifies that the
13 Class consists of 62 individuals who collectively worked 4,028 weeks during the Class Period.

14 13. Although a settlement has been reached, Defendant denies any liability or
15 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
16 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
17 contends, among other things, that it has correctly compensated the Class Members and complied at
18 all times with the California Labor Code, applicable Wage Order, and all other laws and
19 regulations. Further, Defendant contends that class certification would be inappropriate for any
20 reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
21 hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the
22 basis that the claims meet the requisites for class certification. Without admitting that class
23 certification is proper, Defendants have stipulated that the above Class may be certified for
24 settlement purposes only. (Agreement at ¶ II(36).) The Parties agree that certification for
25 settlement purposes is not an admission that class certification would be proper if the class
26 certification issue were litigated. Further, the Agreement is not admissible in this or any other
27 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
28 settling the Actions, the Parties stipulate and agree that the requisites for establishing class

1 certification with respect to the Class are satisfied.

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

12
13 Settlement Terms and Plan of Allocation

14 15. The Gross Settlement Amount is Three Hundred Thirty Thousand Dollars
15 (\$330,000.00) (Agreement at ¶III(38).) Under the Settlement, the Gross Settlement Amount
16 includes all Settlement Shares to Participating Class Members, all Settlement Administration
17 Expenses, Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, PAGA
18 Payment, and the Class Representative Service Payments. (Agreement at ¶ III(38)-(41).) The
19 Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶
20 III(38).) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement
21 at ¶ III(38).)

22 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
23 Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. (Agreement at ¶
24 III(42)(e).) Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the
25 Settlement Administrator will pay the Settlement Shares to Participating Class Members, Class
26 Counsel's attorneys' fees and costs, the PAGA Payment, the Class Representative Service
27 Payment, and employer and employee tax withholdings applicable to the Net Settlement Amount
28 allocated to wages. (Agreement at ¶ III(42)(e).)

1 17. The Net Settlement Amount shall equal the Gross Settlement Amount less Court-
2 approved the Class Representative Service Payments, the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration
4 Expenses. (Agreement at ¶ I(22).) The Net Settlement Amount will be distributed as the Settlement
5 Shares to each Participating Class Member defined at ¶I(26) as a Class Member who does not
6 timely exclude himself or herself from the Settlement and will therefore receive his or her share of
7 the Net Settlement Amount automatically without the need to return a claim form. (Agreement at ¶
8 III(40).) The Settlement Shares for Class Members will be calculated as follows: the Settlement
9 Administrator shall divide the Net Settlement Amount by the total number of weeks included in the
10 dates of employment to determine a dollar amount per week ("Weekly Rate"); and (iii) the
11 Settlement Administrator shall then take the number of weeks worked by each Participating Class
12 Member and multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶
13 III(40)(b).) Workweeks will be based on Defendant's records, however Class Members will have
14 the right to challenge their workweeks.

15 18. Class Members may choose to opt-out of the Settlement by following the directions
16 in the Class Notice. (Agreement at ¶ III(42)(c), Ex. A.) All Class Members who do not "opt out"
17 will be deemed Participating Class Members who will be bound by the Settlement and will be
18 entitled to receive an Settlement Share. Finally, the Class Notice will also advise the Class
19 Members of their right to object to the Settlement and/or dispute their workweeks. (Agreement at ¶
20 III(42)(c), Ex. A.)

21 19. A Participating Class Member must cash his or her Settlement Share check within
22 180 days after it is mailed. (Agreement at ¶III(42)(f).) The Settlement Administrator will send a
23 reminder to Participating Class Members who have not cashed their checks within 120 days after its
24 last mailing to the affected individual. (Agreement at ¶ III(42)(f).) Any settlement checks not
25 cashed within 180 days will be voided and any the funds from such uncashed checks will be paid to
26 the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the
27 individual who did not cash their check. (Agreement at ¶ III(44)(j).)

28 20. The Parties have agreed to use Simpluris as the Settlement Administrator.

(Agreement at ¶ III(41).) From the Gross Settlement Amount, the Settlement Administrator shall be paid for the expenses of administering the Settlement in an amount not to exceed \$5,000.

(Agreement at ¶ III(39)(d).)

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third (1/3) of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ III(39)(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000.

(Agreement at ¶ III(39)(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$6,500 to each Plaintiff as their Class Representative Service Payments. (Agreement at ¶ III(39)(a).)

22. The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. (Agreement at ¶ III(39)(c).) All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the PAGA claims, whether or not they opt out of the Settlement. (Agreement at ¶ III(39)(c).) As set forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

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

24. Here, a number of defenses asserted by Defendant present serious threats to the

1 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
2 complied with all applicable Labor laws. Defendant argued that all work time was recorded and
3 paid, and that there was no miscalculation of the regular rate. Defendant contend that its meal and
4 rest period policies fully complied with California law in light of the enactment of Labor Code
5 §887. Defendant's timekeeping system recorded meal periods and paid some meal and rest
6 premiums which meant that Defendant could therefore argue that any missed meals were
7 compensated. Further, Defendant argued that Defendant was not required to record rest periods and
8 that there was no evidence that rest periods were not provided given the facially lawful policies.
9 Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53
10 Cal. 4th 1004 (2012), weakens Plaintiffs' claims, on liability, value, and class certifiability as to the
11 meal and rest period claims. Defendant also argues that based on its facially lawful practices, it
12 acted in good faith and without willfulness, which if accepted would negate the claims for waiting
13 time penalties and/or inaccurate wage statements. In fact, under the current state of the law, it is
14 questionable whether these penalties could be awarded at all based upon the alleged meal and rest
15 period violations. If successful, Defendant's defenses could eliminate or substantially reduce any
16 recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
17 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

18 25. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
19 be unable to obtain class certification and thereby not recover on behalf of any employees other
20 than themselves. Defendant argued that the individual experience of each putative class member
21 varied with respect to the claims. Defendant could also contest class certification by arguing injury
22 and good faith were case by case determinations that precluded class certification. Plaintiffs are
23 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
24 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest
25 break claims). Defendant also contended that individual differences in work experiences not only
26 impacted damages but would also impact certification. Finally, even if class certification was
27 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
28 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide

1 recovery even where the class has been certified. While other cases have approved class
2 certification in wage and hour claims, class certification in this action would have been hotly
3 disputed and was by no means a foregone conclusion.

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

7 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
8 consideration for the service and for the risks undertaken on behalf of the class. (Agreement at ¶
9 III(39)(a).) Plaintiffs performed their duty admirably by working with Class Counsel. At this
10 stage, the requested service award of \$6,500 is well within the accepted range of awards for
11 purposes of preliminary approval. Plaintiffs in class action lawsuits are routinely awarded service
12 awards to compensate them for the time and effort expended on the lawsuit, for the risk of
13 litigation, for the fear of suing an employer and potential retaliation therefrom, and to serve as an
14 incentive to vindicate the statutory rights of all employees. *Glass v. UBS Fin. Servs.*, 2007 WL
15 221862, *16-17 (N.D.Cal. 2007) (awarding \$25,000 service award in overtime class action and a
16 pool of \$100,000 in enhancements). At this stage, the requested service award of \$10,000 is well
17 within the accepted range of awards for purposes of preliminary approval. See e.g. *Mathein v. Pier*
18 *1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
19 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
20 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
21 recovery was \$375); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7
22 (S.D.Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action).
23 Below at paragraph 35 is a list of prior awards by trial courts which establish the request in this case
24 is within the range of reasonableness. Further, Plaintiffs performed their duties admirably by
25 working with Class Counsel and achieving this Settlement. As such, the requested service awards
26 are reasonable based on the time and effort Plaintiffs have expended on behalf of the Class, the risks
27 Plaintiffs faced as a result of bringing this Action, the fact that Plaintiffs put the interests of the
28 Class ahead of their own, and the substantial benefit conferred on behalf of the Class as a result of

1 Plaintiffs' actions. The Declarations of the Plaintiffs will be submitted at final approval to support
2 their requested awards.

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

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

20
21 Class Certification Issues

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

26 All individuals who are or previously were employed by Defendant in California
27 who were classified as non-exempt employees at any time during the Class Period.
28 (Agreement at ¶ I(3).)

1 The “Class Period” is from from August 2, 2019 through October 27, 2021. (Agreement at ¶ I(11).)

2 a. **Numerosity** - Here, the Class is defined based on objective criteria, as it
3 includes all individuals employed by Defendant in California as non-exempt employees at any time
4 during the Class Period, and Plaintiffs assert the Class is sufficiently numerous, as it is comprised of
5 approximately 62 current and former employees who can be identified based upon the Defendant’s
6 personnel records.

7 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
8 questions of law and fact are present, and specifically the common questions of whether Defendant
9 properly compensated for overtime, whether the Defendant failed to provide meal and rest periods,
10 whether class members were lawfully compensated for all hours worked, whether Defendant failed
11 to provide required expense reimbursement for cell phone usage, and whether Class Members are
12 entitled to damages and penalties as a result of these practices.

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

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

1 under the same set of facts and legal theories.

2 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting
3 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have
4 extensive class litigation experience. We have handled a number of class actions and complex
5 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.
6 We have successfully prosecuted and obtained significant recoveries in numerous class action
7 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly
8 experienced in wage and hour employment law class actions, including claims for misclassification,
9 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.
10 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over
11 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has
12 been found to be adequate counsel by the courts throughout California. We have been approved as
13 experienced class counsel by both state and federal courts in California in contested class
14 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
15 Exhibit #2. Thus, the adequacy requirement is satisfied.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
18 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
19 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
20 information to the Class Members regarding how to opt out and how to object to the Settlement;
21 (iv) the estimated Individual Settlement Payment for each of the Class Members; (iii) the amount of
22 attorneys’ fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award request;
23 and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will state that
24 the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them
25 to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶ III(42)(c).) In the
26 event of a re-mailing, the response deadline will be extended by an additional 15 days. (Agreement
27 at ¶ III(42)(c).) Class Members shall be given the opportunity to object to the Settlement and/or
28 requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement

1 at ¶ III(42)(c)(i.) Class Members who do not submit a timely and proper request to opt-out will
2 automatically receive a payment of their Settlement Share. This notice program was designed to
3 meaningfully reach the Class Members and it advises them of all pertinent information concerning
4 the Settlement. The mailing and distribution of the Class Notice satisfies the requirements of due
5 process, and is the best notice practicable under the circumstances and constitutes due and sufficient
6 notice to all persons entitled thereto.

7
8 33. The PAGA Claim -

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

21 b. **Valuation of the PAGA Claim for Manufacturing Aggrieved Employees.**
22 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to the PAGA Members
23 for civil penalties to be between \$92,150 and \$184,300 for a single violation in every one of the
24 1,843 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay
25 period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for
26 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be
27 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the
28 Settlement is the amount of \$10,000. This allocation is justified by several important

1 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
2 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
3 as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA
4 notification should be awarded, and I am aware of one Court which has so ruled. These additional
5 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
6 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In
7 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
8 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
9 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on
10 the PAGA claim. Even if we assume that violations for all 1,843 pay periods were established,
11 using the valuation from *Carrington* results in a more realistic recovery of \$9,215 under PAGA.
12 This means that the \$10,000 PAGA allocation is a reasonable recovery in light of this potential
13 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
14 reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
16 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
17 settlements as compared to the total settlement amount. A class settlement that allocates
18 approximately 3% of the total settlement value to resolve the PAGA claims applicable to the class
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
20 Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of
21 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
26 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
27 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
28 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9

1 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
2 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
3 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
4 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
5 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
6 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
7 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
8 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
9 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
10 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
11 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
12 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
13 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
14 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
15 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
16 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
17 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
18 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
19 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
20 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
21 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
22 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
23 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
24 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
25 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
26 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
27 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
28 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*

1 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
2 0.34% of \$1,450,000 settlement amount).

3 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
4 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
5 reasonable, and at the time of final approval, my firm will present lodestar to further support the
6 reasonableness of the requested fee award because in this case the lodestar for my firm exceeds
7 \$130,000. Therefore, the requested award will be less than the lodestar incurred. My firm has been
8 regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage
9 and hour class settlements. Some of the class action awards obtained by Class Counsel in similar
10 employment actions throughout the state bear out the reasonableness of a fee and costs award
11 equivalent to one-third (1/3) of the total settlement value: On June 14, 2017, in *Smith v. Space*
12 *Exploration* (Los Angeles Superior Court Case No. BC554258), Judge Elihu Berle awarded Class
13 Counsel a 1/3 fee award in a wage and hour class settlement. On March 23, 2018, in *Bailey v.*
14 *Redfin*, (Los Angeles Superior Court, Case No. BC512191, the Court awarded a 1/3 fee award in a
15 wage and hour class settlement. On July 10, 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara
16 Superior Court Case No. 17CV313457, Judge Brian Walsh awarded Class Counsel a one-third fee
17 award in a wage and hour class settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*,
18 (U.S.D.C. Central District of California Case No. EDCV 16-01133-JGB), the District Court
19 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 4,
20 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919)
21 Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class
22 settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court,
23 Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage
24 and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa
25 Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third
26 fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade*
27 *Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger
28 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31,

2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022, in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award in a wage and hour class action settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

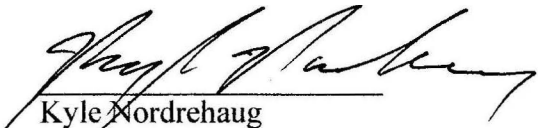
35. Class Representative Service Payments - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036,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

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

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

16 36. Settlement Administration - The estimate from Simpluris was selected by the Parties,
17 as it provides for capped estimate of \$4,295 to perform the settlement administration for a class size
18 of up to 65 individuals. A true and correct copy of the estimate from Simpluris is attached hereto as
19 Exhibit #3. I have used Simpluris successfully as the administrator in more than twenty class
20 settlements in the last several years and know them to be competent and experienced.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct. Executed this 27th day of June, 2022, at La Jolla, California.

24
25
26 By: 
27 Kyle Nordrehaug
28

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrienne Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John Sickman, and Mark Harmon (“Plaintiffs”) and defendant PHI Health, LLC¹ (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” collectively means the Class Action and the PAGA Action, as those terms are defined in this Agreement.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the Class Period.
4. “Class Action” means the Complaint pending before the United States District Court, Eastern District of California, Case No. 2:20-cv-02475-MCE-DMC.
5. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
6. “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.
7. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
8. “Class Member” is a member of the Class.

¹ The other named Defendant, PHI Air Medical, LLC, is the prior name of the same entity, which converted to PHI Health, LLC in 2019.

9. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
10. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish translation of the Class Notice.
11. “Class Period” means the period of time from August 2, 2019 through October 27, 2021.
12. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
13. “Court” means the Superior Court of California, County of Lassen.
14. “Defendant” means PHI Health, LLC.
15. “Defendant’s Counsel” means James C. Fessenden and Kathryn M. Evans of Fisher & Phillips LLP.
16. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(17) of this Agreement.
17. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
18. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

19. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
20. “Gross Settlement Amount” means Three Hundred Thirty Thousand Dollars (\$330,000) and is the total amount to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages. The taxes shall not be paid from the Gross Settlement, and shall be the separate additional obligation of Defendant.
21. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
22. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
23. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
24. “PAGA Action” means the Complaint pending before the Superior Court of California County of Lassen, Case No. 63485.
25. “PAGA Period” means the period of time from January 11, 2020 through October 27, 2021.
26. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
27. “Preliminary Approval of the Settlement” 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.
28. “Released Parties” means: Defendant, including any prior names used by Defendant, Defendant’s respective past, present and future parents, subsidiaries, affiliated entities, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, owners, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
29. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.

- 30. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.
- 31. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- 30. On July 9, 2020, Plaintiff Jacqueline Marshall sent a correspondence to the Labor and Workforce Development Agency (“LWDA”) and Defendant outlining various violations of the California Labor Code under Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* (“PAGA”).
- 31. On October 1, 2020, Plaintiffs filed a Complaint against Defendant and PHI Air Medical, LLC in the Superior Court of the State of California, County of Lassen. Plaintiffs asserted claims that Defendant:
 - a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 - c. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
 - 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,
- 32. On December 8, 2020, Defendant filed a general denial along with twenty-eight (28) affirmative defenses to the Class Action Complaint.
- 33. On December 14, 2020, Defendant removed the Action to the United States District Court, Eastern District of California.
- 34. On March 17, 2021, Plaintiff Jacqueline Marshall filed a separate Representative Action Complaint against Defendant and PHI Air Medical, LLC in the Superior Court of the State of California, County of Lassen, Plaintiff Marshall asserted

claims that Defendant: violated the Private Attorney General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”).

35. On July 27, 2021, the Parties participated in an all-day mediation presided over by Mark 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 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
36. 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, this Agreement shall not be admissible, and Defendant reserves all available defenses to the claims in the Action, including but not limited to the the right to contest certification of any class for any reason.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

37. **Amended Complaint.** The Parties agree to stay the Class Action and will stipulate to the filing of an amended complaint that adds the Plaintiffs and all of the class action claims currently pending in the Class Action, to the case pending as the PAGA Action. If and when preliminary approval is granted by the Lassen County Superior Court, the Class Action will be dismissed without prejudice.
38. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Hundred Thirty Thousand Dollars (\$330,000.00). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
39. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$6,500 each as Class Representative Service Payments, which is combined total

of \$110,500 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payment of no more than \$6,500 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$6,500 for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payment. To receive the payment, Plaintiffs each agree to a Civil Code section 1542 waiver and a general release of all claims as set forth below.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$110,000, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$110,000, and \$20,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel by the Settlement Administrator out of the Gross Settlement Amount.
- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the 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. One hundred percent (100%) of the PAGA

Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$5,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$5,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

40. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks worked by the Participating Class Members during the Class Period to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share 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 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, Two-Thirds of each Participating Class Member’s Settlement Share is in settlement of claims for interest and claims for 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.

- iii. The Participating Class Members are solely responsible for any and all taxes owed. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.
 - d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendant has represented that the Class Members worked approximately 3,685 workweeks at any time during the Class Period. Any increase in the number of workweeks will not exceed 10% of 3,685; therefore, the maximum available workweeks without an increase in the Gross Settlement Amount is 4,053.5 workweeks. If the ultimate accounting exceeds 4,053.5 workweeks, either the Gross Settlement Amount will increase pro rata per additional workweek beyond 4053.5 or, if Defendant chooses, the Class Period shall be deemed to end on the date that the total number of workweeks in the Class Period does not exceed 4,053.5 workweeks. Defendant will provide a declaration under penalty of perjury prior to the filing for preliminary approval or settlement confirming the number of Class Members and workweeks they worked during the Class Period. In the event this provision is triggered, and Defendant does not choose to end the Class Period on the date the total number of workweeks in the Class Period does not exceed 4,053.5, the Gross Settlement Amount will increase pro rata based on the work weeks beyond 4053.5, the Attorneys Fees paid from the Gross Settlement Amount requested will increase proportionally, the Settlement Administration Costs paid from the Gross Settlement Amount will increase as necessary, and all such changes will be incorporated into the Class Notice Packet without the need for further/additional approval of the Court.
41. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement 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 to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; 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 Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

42. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to mediator Mark Rudy for resolution. The Motion for Preliminary Approval shall be filed within sixty (60) days of Execution of this Settlement Agreement.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a Proposed Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties

shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The envelope of the Class Notice Packet shall be substantially in the form attached hereto as Exhibit A and shall include an advisory about the content.
 - iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address.

The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

v. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing

or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the workweeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in

Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members (the "Final Report").

d. **Right of Defendant to Reject Settlement.** Defendant in its sole discretion, shall have the right but not the obligation to revoke the Settlement if (a) ten percent (10%) or more of the Class Members exercise their rights to exclude themselves and opt out of the Settlement, (b) any of the Plaintiffs opt-out or object to the settlement, (c) there is evidence that Class Counsel encouraged any Class Member or Aggrieved Employee to opt out. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of receiving the Final Report by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.

a. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Released Parties and agrees that such representation would create a conflict of interest.

b. Additional Briefing and Final Approval.

- i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- i. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
- ii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
- iii. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- iv. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- c. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- d. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
- e. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
- f. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved

Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check, and shall be mailed in an envelope substantially in the form attached hereto as Exhibit A. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid 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, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and/or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

- g. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

43. **Release of Claims.**

- a. **Participating Class Members.** Upon the Effective Date, the Released Parties shall be released from the Participating Class Members of any and all claims that were alleged or could have been alleged based on the facts in the operative complaint in the Action which occurred or are alleged to have occurred during the Class Period ("Released Class Claims"), including claims for violation California Business and Professions Code § 17200 *et seq.*; (2) failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation of California

Labor Code § 226; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) based upon the forgoing alleged violations. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and Class claims outside of the Class Period.

- b. **State of California and Aggrieved Employees.** Upon the Effective Date, the Released Parties shall be released from the State of California and the Aggrieved Employees of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders that were alleged or could have been alleged based on the facts in the in the LWDA Notices submitted by Plaintiffs and the operative complaint in the Action which occurred during the PAGA Period, irrespective of theory, including claims for PAGA penalties based on violations of California Labor Code sections 201 to 203, 204, 210, 226(a), 226.3, 226.7, 246, 351, 510, 512, 558(a)(2), 1194, 1197, 1197.1, 1198, 2699, 2802, the California Industrial Welfare Commission Wage Orders, and any other claims asserted in the operative Complaint in the Action or in the LWDA Notices submitted by Plaintiffs (“Released PAGA Claims”). The Released PAGA Claims may be released against all Released Parties. The Release Period for the PAGA Action shall be the PAGA Period. 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 an exclusion from the Class. The Released PAGA Claims do not include, claims for vested benefits, wrongful termination, claims under the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.
- c. **Plaintiffs.** Upon the Effective Date, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agree, nonetheless, that this Agreement and the releases contained in it

shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits 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.

- e. **Class Counsel.** Upon the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Released Parties arising from or related to the Action and/or this Settlement.

44. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
45. **Limitation on Public Statements About Settlement.** Neither Plaintiffs nor Class Counsel shall publicize the Settlement, other than filing documents with the Court. Plaintiffs and Class Counsel agree that they will not issue any press releases or have any contact with the media about the fact, amount, or terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

III. MISCELLANEOUS TERMS

46. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action or class certification is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

47. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
48. **Attorney Authorization.** Class Counsel and Defendant's Counsel 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 required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of mediator Mark Rudy for resolution.
49. **No Prior Assignments:** The Parties represent, covenant 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 in this Settlement.
50. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.
51. **Modification of Agreement.** Except as set forth in section 48 hereinabove this Agreement, and any 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.
52. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
53. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
54. **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.

55. **Fair Settlement.** The Parties and their respective 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, current and potential.
56. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter 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. Within thirty days after Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
57. **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.
58. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, 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:

FISHER & PHILLIPS LLP
James C. Fessenden
Kathryn M. Evans
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601
E-Mail: jfessenden@fisherphillips.com
kmevans@fisherphillips.com

59. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically 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 provided that 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.

60. **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 with Mark Rudy on July 27, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
61. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

[Signatures begin after section V.]

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 15, 2022



Jacqueline Marshall (Feb 15, 2022 12:59 PST)

Plaintiff JACQUELINE MARSHALL

Dated: Feb 22, 2022



Lance Phillips (Feb 22, 2022 10:58 PST)

Plaintiff LANCE PHILLIPS

Dated: Feb 15, 2022



Kristin Knowles (Feb 15, 2022 19:47 PST)

Plaintiff KRISTEN KNOWLES

Dated: Feb 15, 2022



christopher anderson (Feb 15, 2022 10:45 PST)

Plaintiff CHRIS ANDERSON

Dated: Feb 17, 2022



Kayvan Marshall (Feb 17, 2022 17:10 PST)

Plaintiff KAYVAN MARSHALL

Dated: Feb 15, 2022



Kane C Edwards (Feb 15, 2022 10:57 PST)

Plaintiff KANE EDWARDS

Dated: Feb 15, 2022



Jordan Moser (Feb 15, 2022 14:00 PST)

Plaintiff JORDAN MOSER

Dated: Feb 16, 2022



Kyle Evans (Feb 16, 2022 11:09 PST)

Plaintiff KYLE EVANS

Dated: Feb 16, 2022


Jenna Diaz (Feb 16, 2022 09:33 PST)
Plaintiff JENNA DIAZ

Dated: Feb 15, 2022


terri mauricio (Feb 15, 2022 12:42 MST)
Plaintiff TERRI MAURICIO

Dated: Feb 17, 2022


Joann Lee (Feb 17, 2022 10:39 PST)
Plaintiff JOANN LEE

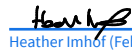
Dated: Feb 15, 2022


Teisleye smith (Feb 15, 2022 13:10 PST)
Plaintiff TEISLEYE SMITH

Dated: Feb 15, 2022


Lauren Young (Feb 15, 2022 12:41 PST)
Plaintiff LAUREN YOUNG

Dated: Feb 18, 2022


Heather Imhof (Feb 18, 2022 16:34 PST)
Plaintiff HEATHER IMHOF

Dated: Feb 15, 2022


Stephanie Swisher (Feb 15, 2022 11:13 PST)
Plaintiff STEPHANIE SWISHER

Dated: Feb 18, 2022


John Sickman (Feb 18, 2022 10:15 PST)
Plaintiff JOHN SICKMAN

Dated: Feb 15, 2022


Mark Harmon (Feb 15, 2022 10:06 PST)
Plaintiff MARK HARMON

Dated: _____

[name]
For Defendant PHI Health, LLC and PHI Air Medical,
LLC

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

James C. Fessenden
Kathryn M. Evans
Fisher & Phillips LLP
Attorney for Defendant

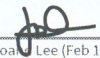
Dated: Feb 16, 2022


Jenna Diaz (Feb 16, 2022 09:33 PST)
Plaintiff JENNA DIAZ

Dated: Feb 15, 2022


Terri Mauricio (Feb 15, 2022 12:42 MST)
Plaintiff TERRI MAURICIO

Dated: Feb 17, 2022


Joann Lee (Feb 17, 2022 10:39 PST)
Plaintiff JOANN LEE

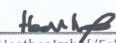
Dated: Feb 15, 2022


Teisleye Smith (Feb 15, 2022 13:10 PST)
Plaintiff TEISLEYE SMITH

Dated: Feb 15, 2022


Lauren Young (Feb 15, 2022 12:41 PST)
Plaintiff LAUREN YOUNG

Dated: Feb 18, 2022


Heather Imhof (Feb 18, 2022 16:34 PST)
Plaintiff HEATHER IMHOF

Dated: Feb 15, 2022


Stephanie Swisher (Feb 15, 2022 11:13 PST)
Plaintiff STEPHANIE SWISHER

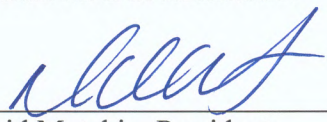
Dated: Feb 18, 2022


John Sickman (Feb 18, 2022 10:15 PST)
Plaintiff JOHN SICKMAN

Dated: Feb 15, 2022


Mark Harmon (Feb 15, 2022 10:06 PST)
Plaintiff MARK HARMON

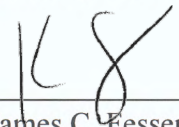
Dated: Feb 28, 2022


David Motzkin, President
For Defendant PHI Health, LLC and PHI Air Medical,
LLC

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 03/02/2022


James C. Fessenden
Kathryn M. Evans
Fisher & Phillips LLP
Attorney for Defendant

Dated: _____
Plaintiff JENNA DIAZ

Dated: _____
Plaintiff TERRI MAURICIO

Dated: _____
Plaintiff JOANN LEE

Dated: _____
Plaintiff TEISLEYE SMITH

Dated: _____
Plaintiff LAUREN YOUNG

Dated: _____
Plaintiff HEATHER IMHOF

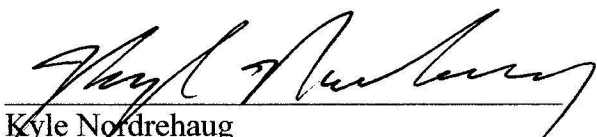
Dated: _____
Plaintiff STEPHANIE SWISHER

Dated: _____
Plaintiff JOHN SICKMAN

Dated: _____
Plaintiff MARK HARMON

Dated: _____

[name]
For Defendant PHI Health, LLC and PHI Air Medical,
LLC

Dated: 2/22/22

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____
James C. Fessenden
Kathryn M. Evans
Fisher & Phillips LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

Marshall v. PHI Health, LLC,
Superior Court of the State of California, County of Lassen, Case No. 63485

**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. The actual amount you receive may be different and will depend on a number of factors. Additional information is set forth below and your estimate Settlement Share is set forth in Section 5.
Exclude Yourself On or before [60 days from mailing]	To exclude yourself, you must send a written request for exclusion to the Settlement 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 also an Aggrieved Employee and exclude yourself, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth below in Section 7.
Object On or before [60 days from mailing]	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 below in Section 8.
Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, at the Lassen County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Lassen, CA 90012, in Department 1 before Judge Daniel J. Buckley. This hearing may change as explained below in Section 9.

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 get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Lassen (the “Court”), has been reached between Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrienne Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John Sickman, and Mark Harmon (“Plaintiffs”) and Defendant PHI Health, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this 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 at any time during the Class Period.

The “Class Period” is August 2, 2019 through October 27, 2021.

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 October 1, 2020, Plaintiffs filed a proposed class action Complaint in the Court alleging the following class claims against Defendant: 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 provide required expense reimbursement, failure to provide accurate itemized wage statements, and failure to pay wages when due. On December 14, 2020, Defendant removed this class action Complaint to the United States District Court, Eastern District of California. In light of this Settlement, this class action was dismissed without prejudice once the Court grants preliminary approval.

On March 17, 2021, Plaintiff Jacqueline Marshall filed a separate Representative Action Complaint against in the Superior Court of the State of California, County of Lassen, Plaintiff Marshall asserted a claim for civil penalties under the Private Attorney General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”) based upon alleged violations of the Labor Code. As part of this Settlement, on November 10, 2021 Plaintiff filed a First Amended Complaint which added the Plaintiffs and all of the class action claims currently pending in the Class Action, to the case pending as the PAGA Action. This lawsuit is now referred to in this Class Notice as the “Action.”

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to provide required expense reimbursement; that

Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

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 firms Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Three Hundred Thirty Thousand Dollars (\$330,000.00) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Settlement Shares 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 Settlement Administrator. The "Effective Date" is the date the Judgment is entered, unless there are objections or an appeal, in which case, it is the date the entered Judgment is no longer subject to appeal or review. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares 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 payments of Settlement Shares are made to Class Members who do not request exclusion ("Participating Class Members"):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$110,000, 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 to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$6,500 to each of the Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$10,000 relating to Plaintiffs' claim under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is January 11, 2020 through October 27, 2021. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees at any time during the PAGA Period.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks worked by the Participating Class Members during the Class Period to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of workweeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. The number of weeks worked will be based on Defendant's records, however, Class Members may challenge the number of weeks worked as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share 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 Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-third (1/3) of each Participating Class Member's Settlement Share 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. Two-thirds (2/3) of each Participating Class Member's Settlement Share is in settlement of claims for non-wages (expense reimbursement, penalties and interest) 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 Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, the Released Parties shall be released from the Participating Class Members of any and all claims that were alleged or could have been alleged based on the facts in the operative complaint in the Action which occurred or are alleged to have occurred during the Class Period ("Released Class Claims"), including claims for (1) violation of California Business and Professions Code § 17200 *et seq.*; (2) failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") based upon the forgoing alleged violations and claims that could have been alleged based on the foregoing violations. This release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and Class claims outside of the Class Period (although the payments available under this Agreement will not result in or trigger any additional benefits payments).

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

Released PAGA Claims. Upon the Effective Date, the Released Parties shall be released from the State of California and the Aggrieved Employees of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders that were alleged or could have been alleged based on the facts in the in the LWDA Notices submitted by Plaintiffs

and the operative complaint in the Action which occurred during the PAGA Period, irrespective of theory, including claims for PAGA penalties based on violations of California Labor Code sections 201 to 203, 204, 210, 226(a), 226.3, 226.7, 246, 351, 510, 512, 558(a)(a)(2), 1194, 1197, 1197.1, 1198, 2699, 2802, the California Industrial Welfare Commission Wage Orders, and any other claims asserted in the operative Complaint in the Action or in the LWDA Notices submitted by Plaintiffs (“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 an exclusion from the Class. The Released PAGA Claims do not include, claims for vested benefits, wrongful termination, claims under the Fair Employment and Housing Act, unemployment insurance, disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period (although the payments available under this Agreement will not result in or trigger any additional benefits payments).

The terms of the actual court-approved settlement agreement ultimately control.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$_____>>. Defendant’s records reflect that you worked <<_____>> weeks during the Class Period (August 2, 2019 through October 27, 2021).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days in the case of re-mailing].

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will not receive a Settlement Share from the Settlement,**

and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Marshall v. PHI Health* lawsuit. The request to opt-out should state the Class Member's full name, address, telephone number, the last-four digits social security number for verification purposes, the approximate dates of employment in California by Defendant. Please include the name and number of the case, which is *Marshall v. PHI Health*, Case No. 63485. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I tell the Court that I don't 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. Objections may be in writing and should state your (the Class Member's) name, current address, telephone number, and the dates of your employment in California with Defendant, and describe why you object to the Settlement and whether you intend to appear at the Final Approval Hearing. All written objections or other correspondence should also state the name and number of the case, which is *Marshall v. PHI Health*, in the Superior Court of the State of California, County of Lassen, Case No. 63485.

The written objections must be mailed to the Settlement Administrator at _____ no later than _____ [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ a.m. to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Remote appearances may be permitted. To appear remotely at the hearing, you must schedule a remote appearance as explained on the Court's website at https://www.lassencourt.ca.gov/online_services/remoteappearance.shtml. You can make arrangements through Court Call at 1-888-882-6878 to make an appearance by phone.

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

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

James C. Fessenden
Kathryn M. Evans
Fisher & Phillips LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department ____ of the Superior Court of California, County of Lassen, Hall of Justice Courthouse, 2610 Riverside Drive, Susanville, California 96130, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. 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. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Marshall v. PHI Health*. In addition, hearing dates are posted on the Internet via the Online Calendar page for the California Superior Court for the County of Lassen (https://www.lassencourt.ca.gov/online_services/onlinecalendar.shtml).

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Marshall v. PHI Health* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is the controlling document. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Marshall v. PHI Health*. You may get more details by examining the Court's file on the Internet via the Online Case Search page for the California Superior Court for the County of Lassen (https://www.lassencourt.ca.gov/online_services/casesearch.shtml) and entering the Case No. 63485. If you wish to view the Court files in person, you must submit a Research and Copy Request Form along with a valid ID to the Clerk's Office in the Hall of Justice, located at 2610 Riverside Drive, Susanville, CA 96130.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Settlement Share.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Settlement Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member where you may claim the funds.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LASSEN

JACQUELINE MARSHALL, LANCE
PHILLIPS, KRISTIN KNOWLES, CHRIS
ANDERSON, KAYVAN MARSHALL,
KANE EDWARDS, JORDAN MOSER,
KYLE EVANS, JENNA DIAZ, TERRI
MAURICIO, JOANN LEE, TEISLEYE
SMITH, LAUREN YOUNG, HEATHER
IMHOF, STEPHANIE SWISHER, JOHN
SICKMAN and MARK HARMON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

PHI AIR MEDICAL, LLC, a Limited Liability
Company; PHI HEALTH, LLC, a Limited
Liability Company; and Does 1 through 50,
Inclusive,

Defendants.

CASE NO.: **63485**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Complaint Filed: March 17, 2021
Trial date: None Set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable _____ of the Superior Court of the
2 State of California, in and for the County Lassen, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles, Christopher
4 Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz, Terrianne
5 Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie Swisher, John
6 Sickman, and Mark Harmon (“Plaintiffs”) for preliminary approval of the Settlement with
7 Defendant PHI Health, LLC (“Defendant”). The Court, having considered the briefs, argument of
8 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
9 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

10
11 **IT IS HEREBY ORDERED:**

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

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

20 3. The Gross Settlement Amount that Defendant shall pay is Three Hundred Thirty
21 Thousand Dollars (\$330,000.00). It appears to the Court on a preliminary basis that the settlement
22 amount and terms are fair, adequate and reasonable as to all potential Class Members when
23 balanced against the probable outcome of further litigation and the significant risks relating to
24 certification, liability and damages issues. It further appears that investigation and research have
25 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
26 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
27 by all Parties, as well as avoid the delay and risks that would be presented by the further
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1 prosecution of the Action. It further appears that the Settlement has been reached as the result of
2 serious and non-collusive, arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and a
11 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
12 \$6,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
13 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
14 evidence supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
16 representative treatment and certification of a class for settlement purposes only. This stipulation
17 will not be deemed admissible in this or any other proceeding should this Settlement not become
18 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
19 individuals who are or previously were employed by Defendant in California who were classified
20 as non-exempt employees at any time during the Class Period." The Class Period is from August
21 2, 2019 through October 27, 2021.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)

1 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
2 class action is superior to other available methods for the efficient adjudication of this controversy;
3 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
4 adequate representatives of the Class.

5 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

8 9. The Court hereby approves, as to form and content, the Notice of Proposed
9 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
10 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
11 accurately inform the Class of all material elements of the proposed Settlement, of the Class
12 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
13 member’s right and opportunity to object to the Settlement. The Court further finds that the
14 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
15 and this Order meets the requirements of due process, is the best notice practicable under the
16 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
17 Court orders the mailing of the Class Notice by first class mail, both in English and Spanish,
18 pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an
19 incorrect address, the Settlement Administrator will promptly search for a more current address for
20 the Class Member and re-mail the Class Notice Packet to the Class Member.

21 10. The Court hereby appoints Simpluris as Settlement Administrator. No later than 14
22 days after this Order, Defendant will provide to the Settlement Administrator an electronic
23 database containing the Class Data. The Settlement Administrator will perform address updates
24 and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
25 possible, and in no event later than 14 days after receiving the Class Data, the Settlement
26 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
27 Mail to their last known address.

1 11. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions for requesting
4 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
5 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
6 the Class Notice. If a Class Notice Packet is re-mailed, the response deadline for requests for
7 exclusion will be extended an additional 15 days. Any such person who chooses to opt out of and
8 be excluded from the Class will not be entitled to any recovery under the Settlement and will not
9 be bound by the Settlement or have any right to object, appeal or comment thereon. Class
10 Members who have not requested exclusion shall be bound by all determinations of the Court, the
11 Agreement and the Judgment. A request for exclusion may only opt out that particular individual,
12 and any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted
13 and will be deemed invalid.

14 12. Any Class Member who has not opted out may appear at the final approval hearing
15 and may object or express the Member's views regarding the Settlement, and may present
16 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
17 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
18 calendar days after the date of the mailing of the Class Notice to mail their written objections to
19 the Settlement Administrator. If a Class Notice Packet is re-mailed, the response deadline for
20 written objections will be extended an additional 15 days. Alternatively, Class Members may
21 appear at the Final Approval Hearing to make an oral objection.

22 13. A final approval hearing shall be held before this Court on _____
23 _____ at _____ in Department ____ at the Hall of Justice Courthouse of the
24 Lassen County Superior Court to hear the motion for final approval and the motion for attorneys'
25 fees and costs, and to determine all necessary matters concerning the Settlement, including:
26 whether the proposed settlement of the Action on the terms and conditions provided for in the
27 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
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1 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
2 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
3 Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
4 expenses of the Settlement Administrator. All papers in support of the motion for final approval
5 and the motion for attorneys' fees, costs and service awards shall be filed with the Court and
6 served on all counsel no later than sixteen (16) court days before the hearing and both motions
7 shall be heard at this final approval hearing.

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

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

3 16. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing and all dates provided for in the Agreement without further notice to Class Members, and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 **IT IS SO ORDERED.**

8 Dated: _____

9 _____
10 HON.
11 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LASSEN

JACQUELINE MARSHALL, LANCE
PHILLIPS, KRISTIN KNOWLES, CHRIS
ANDERSON, KAYVAN MARSHALL,
KANE EDWARDS, JORDAN MOSER,
KYLE EVANS, JENNA DIAZ, TERRI
MAURICIO, JOANN LEE, TEISLEYE
SMITH, LAUREN YOUNG, HEATHER
IMHOF, STEPHANIE SWISHER, JOHN
SICKMAN and MARK HARMON,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

PHI AIR MEDICAL, LLC, a Limited Liability
Company; PHI HEALTH, LLC, a Limited
Liability Company; and Does 1 through 50,
Inclusive,

Defendants.

CASE NO.: **63485**

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

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Complaint Filed: March 17, 2021
Trial date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Jacqueline Marshall, Lance Phillips, Kristin Knowles,
2 Christopher Anderson, Kayvan Marshall, Kane Edwards, Jordan Moser, Kyle Evans, Jenna Diaz,
3 Terrianne Mauricio, Joann Lee, Teisleye Smith, Lauren Young, Heather Imhof, Stephanie
4 Swisher, John Sickman, and Mark Harmon (“Plaintiffs”) for an order finally approving the Class
5 Action Settlement Agreement (“Agreement” or “Settlement”) with Defendant PHI Health, LLC
6 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Settlement
7 Administrator duly came on for hearing on _____ before the Honorable
8 _____.

9
10 **I.**
11 **FINDINGS**

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

- 14 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the Superior Court for the State of California, in and for the County of Lassen, and over all Parties
17 to this litigation, including the Class.
- 18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Thirty
20 Thousand Dollars (\$330,000.00) and the terms set forth in the Agreement are fair, reasonable, and
21 adequate.
- 22 4. The Court further finds that the Settlement was the result of arm’s length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
25 Settlement, and the assistance of an experienced mediator in the settlement process, among other
26 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

1 **Preliminary Approval of the Settlement**

2 5. On _____, the Court granted preliminary approval of the Settlement. At
3 this same time, the Court approved conditional certification of the Class for settlement purposes
4 only.

5 **Notice to the Class**

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

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

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

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

7 b. Plaintiffs' and their counsel's investigation and discovery have been
8 sufficient to allow the Court and counsel to act intelligently.

9 c. Counsel for all Parties are experienced in similar employment class action
10 litigation. Plaintiffs' counsel recommended approval of the Agreement.

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

13 e. The participation rate was high. _____ Class Members will be mailed a
14 settlement payment, representing _____% of the overall Class.

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

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

22 **Attorneys' Fees and Costs**

23 11. An award of \$_____ for attorneys' fees, representing one-third of the
24 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
25 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
26 the results achieved by Class Counsel. The requested award has been supported by Class
27 Counsel's lodestar and billing statement.

1 **Class Representative Service Payments**

2 12. The Agreement provides for a Class Representative Service Payments of not more
3 than \$6,500 to each of the Plaintiffs, subject to the Court’s approval. The Court finds that Class
4 Representative Service Payments in the amount of \$_____ to each Plaintiff is reasonable in light
5 of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort in
6 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
7 release.

8 **Settlement Administration Expenses**

9 13. The Settlement Administrator shall calculate and administer the payment to be
10 made to the Class Members, transmit payment for attorneys’ fees and costs to Class Counsel,
11 transmit the Class Representative Service Payments to the Plaintiffs, issue all required tax
12 reporting forms, calculate withholdings and perform the other remaining duties set forth in the
13 Agreement. The Settlement Administrator has documented \$_____ in fees and expenses, and
14 this amount is reasonable in light of the work performed by the Settlement Administrator.

15 **PAGA Payment**

16 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
17 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
18 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
19 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees based
20 on their respective pay periods worked during the PAGA Period, which is January 11, 2020
21 through October 27, 2021. “Aggrieved Employees” are all individuals who are or previously were
22 employed by Defendant in California who were classified as non-exempt employees at any time
23 during the PAGA Period. Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA
24 was provided notice of the Agreement and these settlement terms and has not indicated any
25 objection thereto. The Court finds this PAGA Payment to be reasonable.

1 II.
2 ORDERS

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

4 1. The Class is certified for the purposes of settlement only. The Class is hereby
5 defined as follows:

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

8 The "Class Period" is August 2, 2019 through October 27, 2021.

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

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

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

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

18 6. The payment of \$_____ to the Settlement Administrator for their fees and
19 expenses is approved.

20 7. The PAGA Payment of \$10,000 is approved to be distributed in accordance with
21 the Agreement.

22 8. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
23 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
24 entry.

25 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
26 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
27 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
28

FINAL APPROVAL ORDER AND JUDGMENT

1 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
3 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
4 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
7 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
8 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
9 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
10 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
11 Claims.

12 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
15 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
16 to individual Class Members.

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

24
25 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

1 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
2 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
3 supervise and adjudicate any dispute arising from or in connection with the distribution of
4 settlement benefits.

5 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 4. Upon the Effective Date, the Released Parties shall be released from the
8 Participating Class Members of any and all claims that were alleged or could have been alleged
9 based on the facts in the operative complaint in the Action which occurred or are alleged to have
10 occurred during the Class Period ("Released Class Claims"), including claims for violation
11 California Business and Professions Code § 17200 *et seq.*; (2) failure to pay overtime wages in
12 violation of California Labor Code § 510, *et seq.*; (3) failure to pay minimum wages in violation of
13 California Labor Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in
14 violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5)
15 failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and
16 the applicable IWC Wage Order; (6) failure to reimburse employees for required expenses in
17 violation of California Labor Code § 2802; (7) failure to provide accurate itemized wage
18 statements in violation of California Labor Code § 226; (8) failure to provide wages when due in
19 violation of California Labor Code §§ 201, 202 and 203; and (9) violation of the Private Attorney
20 General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA") based upon the forgoing alleged
21 violations. This release expressly excludes all other claims, including claims for vested benefits,
22 wrongful termination, unemployment insurance, disability, social security, workers' compensation,
23 and Class claims outside of the Class Period.

24 5. Upon the Effective Date, the Released Parties shall be released from the State of
25 California and the Aggrieved Employees of all PAGA claims for civil penalties under California
26 Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor
27 Code sections and applicable Wage Orders that were alleged or could have been alleged based on
28

1 the facts in the in the LWDA Notices submitted by Plaintiffs and the operative complaint in the
2 Action which occurred during the PAGA Period, irrespective of theory, including claims for
3 PAGA penalties based on violations of California Labor Code sections 201 to 203, 204, 210,
4 226(a), 226.3, 226.7, 246, 351, 510, 512, 558(a)(a)(2), 1194, 1197, 1197.1, 1198, 2699, 2802, the
5 California Industrial Welfare Commission Wage Orders, and any other claims asserted in the
6 operative Complaint in the Action or in the LWDA Notices submitted by Plaintiffs (“Released
7 PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved
8 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
9 from the Class. The Released PAGA Claims do not include, claims for vested benefits, wrongful
10 termination, claims under the Fair Employment and Housing Act, unemployment insurance,
11 disability, social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

12 6. Plaintiffs have generally released all claims as set forth in the Agreement and have
13 agreed to a waiver of Civil Code section 1542.

14 7. If any Participating Class Member’s check remains uncashed by the expiration
15 date, the funds from such uncashed checks will be paid to the California State Controller’s
16 Unclaimed Property Fund in the name of the Participating Class Member.

17 8. The Court hereby enters judgment in the entire Action as of the filing date of this
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
19 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
20 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
21 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

22
23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON.
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

28

FINAL APPROVAL ORDER AND JUDGMENT

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FIRM RESUME

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

Admitted: 1973, Illinois; 1976, California

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

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

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4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

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

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

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior 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



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Estimate #:	14041V2	Prepared By:	Mike Sutherland
Estimate Date:	10/27/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

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

Attorney/Client: Defense Attorney
Firm:
Email:

Case Name: PHI Health: Opt Out Settlement

Anticipated Total Cost	\$4,936
Capped Fee*	\$4,295

Terms:

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

Total Possible Class Size:	65	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English, Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	None
Unclaimed Funds:	State	State(s):	One
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	1	\$125.00
Translation and mailing in Spanish	\$1,000.00	1	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$1,265.00

Notification

Notice Packet: 6 pg Notice With Enclosed / Detachable Card - Double Sided - English			
Category	Unit Value	# of Units	Total
Mail Notice Pack	\$1.00	65	\$65.00
Postage	\$0.58	65	\$37.70
NCOA/CASS/LACS	\$0.15	65	\$9.75
Undeliverable Processing	\$0.25	7	\$1.63
Skip Trace RUM	\$1.50	7	\$9.75
Remail	\$1.25	6	\$6.91
Postage	\$0.58	6	\$3.20
Reminder Post Card	\$1.00	33	\$32.50
Postage	\$0.36	33	\$11.70
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$228.14

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	2	\$150.00
Total			\$150.00



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Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	1	\$75.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	3	\$7.50
Opt Out Processing	\$2.50	0	\$1.14
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$383.64

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members:

Account Management & Reconciliation.

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check, Attorney Awards	\$3.00	65	\$195.00
Postage	\$0.58	65	\$37.70
Process Returned Checks	\$0.50	1	\$0.33
Skip Trace Search Undeliverable Checks	\$5.00	1	\$3.25
Remail Checks (Includes Postage)	\$4.00	1	\$2.60
QSF Account Reconciliation	\$250.00	1	\$250.00
State Tax reporting,	\$350.00	1	\$350.00
QSF Annual Tax Preparation Fee, One year	\$750.00	1	\$750.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
Reissuing Checks/1099/Mailing	\$5.00	1	\$4.88
Postage	\$0.58	1	\$0.57
Escheat management	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,609.32



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage \$78.60 **Total Case Costs \$4,936.09**

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

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

Simpluris Security Summary – White Paper

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

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

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

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