

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

3 Norman B. Blumenthal (SBN #068687)

4 Kyle R. Nordrehaug (SBN #205975)

5 Aparajit Bhowmik (SBN #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Facsimile: (858) 551-1232

10 Email: kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **IN AND FOR THE COUNTY OF LOS ANGELES**
17

18 ELIANA MEEK, on behalf of the State of
19 California, as a private attorney general,

20 Plaintiff,

21 v.

22 ALTAMED HEALTH SERVICES
23 CORPORATION, a California Corporation; and
24 DOES 1 through 50, inclusive,

25 Defendants.

Case No. **20STCV47464**

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

Hearing Date: May 24, 2022

Hearing Time: 8:30 a.m.

Reservation ID: 104943712503

Judge: Hon. Christopher K. Liu

Dept.: 76

Date Action Filed: December 11, 2020

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiff Eliana Meek (“Plaintiff”). As such, I am fully familiar
4 with the facts, pleadings and history of this matter. I am submitting this declaration in
5 support of the Plaintiff’s Motion to Approve PAGA Settlement in this matter. The following
6 facts are within my own personal knowledge, and if called as a witness, I could and would
7 testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed Settlement Agreement
9 (“Settlement Agreement”) with Defendant Altamed Health Services Corporation
10 (“Defendant”) is attached as Exhibit #1. A proposed order approving the PAGA settlement
11 is submitted herewith.

12 3. Plaintiff and Defendant agreed to mediate with Lou Marlin. Prior to the
13 mediation, in order to evaluate the potential value of the claims, the Parties engaged in
14 significant efforts to obtain the facts regarding the claims asserted, including the exchange of
15 detailed statistical data regarding shifts worked by Plaintiff and the Aggrieved Employees,
16 the production of hundreds of pages of documents, and the exchange of detailed briefing and
17 analysis in connection with the mediation. Plaintiff’s theory of PAGA liability as argued at
18 mediation alleged that Defendant miscalculated the regular rate of pay and underpaid
19 overtime wages and meal break premiums as a result of not factoring various forms of non-
20 discretionary bonus payments into the regular rate. Additionally, Plaintiff alleged Defendant
21 from time to time failed to pay meal period premiums for late or missed lunches and failed to
22 pay premium payments for all missed rest periods. Plaintiff also alleged Defendant violated
23 Labor Code Section 226 by failing to identify the correct rates of pay and number of hours
24 worked, including for the “Retro” item of pay. Moreover, Plaintiff alleged she was required
25 to use her personal cell phone for staffing and other work issues but Defendant failed to
26 reimburse her for the use of her cell phone for work-related issues. On October 8, 2021, the
27 Parties engaged in an all-day mediation session before Mediator Marlin, a respected and
28 experienced mediator knowledgeable of both the wage and hour laws and the representative

1 claims at issue in this action. Through arms-length negotiations with the assistance of the
2 mediator, the Parties reached an agreement to settle the PAGA claims in this action which
3 led to the signing of a Memorandum of Understanding memorializing the settlement.¹ The
4 settlement was negotiated in light of all known facts and circumstances and the uncertainty
5 associated with litigation – including the risk of Plaintiff not being able to maintain
6 representative claims, the difficulty of proving Plaintiff’s claims in a manageable trial, the
7 merits of Defendant’s potential defenses, and the significant delay and potential appellate
8 issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
9 the assistance of Mediator Marlin.

10 4. The claim before this court is the representative claim under PAGA on behalf
11 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
12 to settle this PAGA claim in its entirety after investigation and arm’s length mediation. The
13 PAGA settlement is subject to Court approval consistent with Labor Code
14 §2699(1)(2)(Settlement Agreement at §III(4)(a).) The Settlement Agreement negotiated by
15 the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
16 \$1,570,000 to resolve the PAGA Released Claims (hereinafter referred to as the “PAGA
17 Settlement”). From this PAGA Settlement of \$1,570,000, there is a deduction of attorneys’
18 fees in the amount of \$523,334.00 (which is one-third of the PAGA Settlement),
19 reimbursement of incurred costs in an amount not to exceed \$15,000, and Settlement
20 Administration Costs not to exceed \$15,000. (Settlement Agreement at §III(4)(b)-(c).)² After
21

22
23 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
24 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
25 (“Individual Settlement”)(Settlement Agreement at §III(5)(b).) The individual claims were not at
26 issue in this action and exist independent and apart from the PAGA claims at issue before the Court.
See *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does
not strip an aggrieved employee of standing, as the state’s authorized representative, to pursue
PAGA remedies” nor resolve the PAGA claims.).

27 ² In the event that Court approval is required and a payment of less than One-Third of the Gross
28 PAGA Settlement Amount in Attorneys’ Fees or less than \$15,000 in Attorneys’ Expenses to PAGA
Counsel, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel
or the Defendant. (Settlement Agreement at III(4)(b).) In the event the Court approves less than

1 these deductions, the amount remaining is the “PAGA Payment”, which is estimated to be
2 \$1,016,666. Of the PAGA Payment amount, seventy-five percent (75%) will be paid to the
3 LWDA and the remaining twenty-five percent (25%) will be paid to the Aggrieved
4 Employees (Settlement Agreement at III(4)(a)(1).) “Aggrieved Employees” means all
5 individuals who were employed by Defendant in California and classified as non-exempt
6 employees during the PAGA Period. The PAGA Period is time period from August 20, 2019
7 to January 18, 2022. (Settlement Agreement at § I (2),(10).) The Individual PAGA Payment
8 for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved
9 Employee worked during the PAGA Period as a percentage of the total pay periods worked
10 by all Aggrieved Employees during the PAGA Period. (*Id.*) The PAGA Period is the time
11 period from August 20, 2019 to January 18, 2022. (Settlement Agreement at § I(10).)
12 Defendant has represented to PAGA Counsel the number of pay periods and Aggrieved
13 Employees. Defendant represents that there are approximately 3,105 Aggrieved Employees
14 who worked approximately 134,462 pay periods during the PAGA Period. (Settlement
15 Agreement at § III(3).) Upon entry of final judgment, the Released Parties shall be entitled to
16 a release from the State of California and the Aggrieved Employees only for any “PAGA
17 Released Claims”, which means the claims for civil penalties under California Labor Code
18 §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the
19 LWDA Notice and operative complaint in this action which are for civil penalties pursuant to
20 Labor Code section 2699, *et seq.* for violations alleged in or based on the facts asserted in the
21 operative complaint, including Labor Code sections §§ 201, 202, 203, 204, 210, 226(a),
22 226.7, 226.8, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of
23 Regulations, Title 8, § 11040, subdivision 5(A)-(B), and applicable Industrial Welfare
24 Commission Wage Orders (the “PAGA Released Claims”). (Settlement Agreement at
25 §III(5)(a).) The PAGA release shall bind only Aggrieved Employees and the State of
26 California and expressly excludes underlying wage and hour claims, claims for wrongful

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28 \$15,000 to administer the settlement or if the actual cost to administer the settlement is less than
\$15,000, the difference will be added to the PAGA Payment. (*Id.* at III(4)(c)).

1 termination, discrimination, unemployment insurance, disability, worker's compensation,
2 and claims outside of the PAGA Period. (*Id.*) The Settlement Agreement expressly confirms
3 that "In no event shall the release of the Released PAGA Claims in this Settlement
4 Agreement release any individual claims of any individuals, with the exception of Plaintiff
5 Eliana Meek who will be releasing all individual claims under a separate release" (*Id.*).

6 5. Attorneys' fees equal to one-third of the Gross PAGA Settlement amount
7 (\$523,334.00) and litigation expenses in an amount not to exceed \$15,000 will also be paid
8 to PAGA Counsel as part of the settlement in accordance with California Labor Code §
9 2699(g)(1) as set forth in the Settlement Agreement.³ Lastly, payment to the Settlement
10 Administrator in an amount not to exceed \$15,000 to perform the administrative duties to
11 distribute the settlement money shall also be paid.

12 6. As experienced counsel, we believe that the PAGA Settlement is fair and
13 reasonable and therefore should be approved in light of Defendant's potential defenses to the
14 violations at issue, the risks and costs of continued litigation. The Labor and Workforce
15 Development Agency has released data on PAGA settlement amounts. After removing the
16 outliers at the low and high end, the average total amount for a PAGA settlement was
17 approximately \$10,000 per settlement. Here, the Gross PAGA Settlement Amount of
18 \$1,570,000 is significantly more and constitutes approximately \$12 per pay period. This
19 PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties.
20 With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory
21 PAGA civil penalties was potentially \$13,446,200 based on 134,462 pay periods.⁴
22 Importantly, however, these calculations were performed at the maximum statutory rate for
23

24 ³ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
25 in the current amount of \$10,281.31, which is less than the cost allocation in the Settlement
Agreement. See Declaration of Nordrehaug at ¶ 9.

26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$13,446,200 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiff,
however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate.
2 California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
3 maximum civil penalty if based on the facts and circumstances to do otherwise would result
4 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v.*
5 *Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after
6 trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any
7 PAGA penalties awarded could be significantly less than Plaintiff's calculation even where
8 Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington*
9 *v. Starbucks* is used, the potential recovery of civil penalties would be only \$672,310, which
10 is less than this settlement provides.

11 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
12 violation for each period the employee worked in relation to meal or rest period violations,
13 failure to pay minimum or overtime wages, failure to provide accurate itemized wage
14 statements, and failure to reimburse for business expenses. Defendant maintains that
15 Plaintiff and the Aggrieved Employees were properly compensated, and that they did not
16 violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's allegations
17 and claims asserted in the complaint which are resolved by the Settlement Agreement.
18 Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as
19 to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA
20 notification should be awarded because the violations were not intentional, and at least one
21 Court has so ruled. These defenses present a risk to the PAGA claim and the potential that
22 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential
23 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and her
24 attorneys believe that the PAGA Settlement is fair and reasonable. The PAGA Settlement,
25 along with the other terms of the proposed settlement, were negotiated by experienced
26 counsel at arm's length with the assistance of a private mediator, Louis Marlin. As set forth
27 in the accompanying proof of service, the LWDA has been provided notice of this motion
28 and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and

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

6 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in
7 the amount of \$523,334.00 representing one-third of the \$1,570,000 Gross PAGA Settlement
8 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
9 Settlement Agreement is supported by several factors. First, the requested fees are justified
10 by the result achieved. PAGA Counsel negotiated a recovery of \$1,570,000, and this result
11 justifies the requested fees equal to one third of this recovery. This percentage is within the
12 standard contingent recovery percentage of one-third, and this percentage is what was
13 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
14 504, (2016). Second, the fee award is justified by the work performed and contributions to
15 the case. The fee award represents PAGA Counsel's current lodestar of \$175,252.50 with a
16 reasonable multiplier of 3, with significant additional work to be performed such that the
17 multiplier will ultimately be about 2.5. Third, the consideration of the enhancement factors
18 justify the enhancement of the lodestar. Courts multiply the lodestar by a factor to account
19 for the risk of non-payment, delay in payment, the quality of work, and the novelty and
20 difficulty of the issues involved. As detailed in the accompanying billing statement, a true
21 and correct copy of which is attached hereto as Exhibit #2, the current lodestar for my firm in
22 this matter as of April 28, 2022 is \$165,252.50 for more than 273 hours of work prosecuting
23 the claims being resolved by this Settlement. This time does not include time incurred after
24 the billing was finalized and the time spent managing the completion of the settlement,
25 which I estimate will add at least \$30,000 to \$40,000 in additional lodestar. Pursuant to the
26 referring retainer agreement, Blumenthal Nordrehaug Bhowmik De Blouw will pay 25% the
27 attorneys' fees to the referring attorney, Shane Phayakapong of Shane Law, P.C., who was
28 list as attorney for Plaintiff in the Complaint.

9. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff and PAGA Counsel, which currently are \$10,281.31. Under the Settlement Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of \$10,281.31, which is less than the \$15,000 allocation for costs in the Settlement Agreement, so the difference of \$4,718.69 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of \$10,281.31 were all reasonably necessary to the litigation, and are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

10. I have represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of contested motions for class certification including many consolidated wage and hour matters.

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of California under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on the subject of class actions in the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an

1 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
2 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
3 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
4 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
5 Labor & Employment Attorney 2016.

6 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
7 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug
8 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
9 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
10 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
11 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
12 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
13 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
14 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
15 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
16 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
17 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
18 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
19 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
20 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
21 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
22 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
23 2018-00047639); and (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*,
24 Superior Court for the County of San Bernardino, Case No. CIVDS2011822). Based upon
25 our significant experience litigating claims for PAGA penalties, the opinion of experience
26 counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per
27 pay period basis than similar settlements that Plaintiff's Counsel has negotiated and courts
28 have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *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); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

20 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
21 are as follows: Partner Attorneys from \$495 to \$795, Associate Attorneys from \$475 to
22 \$575, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
23 prevailing rates of attorneys in the local legal community for similar work and, if this were a
24 commercial matter, these are the charges that would be made and presented to the client.
25 These hourly rates have been approved by Court's throughout California, including the
26 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
27 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
28 line with those prevailing in the [relevant] community'—the Central District of California".

1 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
2 comparing such rates with the rates of comparable counsel practicing complex and class
3 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
4 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
5 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
6 average associate billing rate" are reasonable rates when compared within 21 other firms
7 practicing in the Southern District of California.) This survey is useful to show that Class
8 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
9 these types of class claims, such as Mayer Brown noted above who is defense counsel in
10 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
11 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
12 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
13 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
14 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
15 the rates charged by my firm for comparable work are less than these examples, and are
16 therefore undoubtedly reasonable.

17 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
18 #4. In addition, the LWDA is being served with this motion which includes the Settlement
19 Agreement, as verified by the accompanying proof of service.

20 15. Settlement Administration – Simpluris was selected as the Administrator based
21 upon the lowest estimate. A true and correct copy of the estimate from Simpluris is attached
22 hereto as Exhibit #5, and the estimate provides for Settlement Administration Costs in the
23 amount of \$13,373.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 28th day of April, 2022, at San Diego,
26 California.

27 /s/ Kyle Nordrehaug
28 Kyle Nordrehaug

EXHIBIT #1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Eliana Meek (“Plaintiff”) acting in her private attorney general capacity, and Defendant Altamed Health Services Corporation (hereinafter referred to as “Defendant”).

I. DEFINITIONS

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

1. “Action” means the action *Eliana Meek v. Altamed Health Services Corporation*, Case No. 20STCV47464, pending in the Superior Court of the State of California, County of Los Angeles.

2. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees during the period August 20, 2019 to approval or January 18, 2022, whichever is earlier.

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

4. “Court” means the Superior Court of California, County of Los Angeles.

5. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. 100% of all Individual PAGA Payments will be considered payment of penalties, and the Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.

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

7. “Gross PAGA Settlement Amount” means the total sum of \$1,570,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant.

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

9. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, and

Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

10. “PAGA Period” means the time period from August 20, 2019 to approval or January 18, 2022, whichever is earlier.

11. “Parties” means Plaintiff Eliana Meek and Defendant Altamed Health Services Corporation.

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

13. “Released Parties” means Defendant and any of its agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.

14. “Settlement Administrator” means Simpluris.

II. RECITALS

1. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on August 20, 2020 on behalf of Plaintiff Eliana Meek, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on October 24, 2020.

2. On December 11, 2020, Plaintiff Meek filed a Representative Action Complaint against Defendant Altamed Health Services Corporation alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court of the State of California, County of Los Angeles (Case No. 20STCV47464).

3. On October 8, 2021, the Parties engaged in a mediation session before mediator Lou Marlin. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

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

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

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

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

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

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

2. Timing. Within fifteen (15) days after the Effective Date of this settlement, Defendant shall pay to the Settlement Administrator \$1,570,000 as the Gross PAGA Settlement Amount, and provide the Aggrieved Employee List to the Settlement Administrator. The Effective Date is the date on which the PAGA Settlement is approved through entry of an Order and Judgment and either (i) if there is an appeal or request for review, the California Court of

Appeal or California Supreme Court has rendered a final judgment affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the parties and no timely appeal or request for review has been made.

3. **PAGA Demographics.** Defendant has represented that there are 3,105 Aggrieved Employees who worked 134,462 pay periods during the PAGA Period. Defendant will provide an updated Aggrieved Employee List to the Settlement Administrator. Before the Parties seek court approval of the Settlement, the Settlement Administrator will calculate and advise Plaintiff's counsel of the total number of pay periods and Aggrieved Employees. Should the qualifying pay periods worked by the Aggrieved Employees during the PAGA Period ultimately increase more than 5% (i.e. increase by more than 6,723 pay periods or exceed 141,185 total pay periods), Defendant, at its option, can either choose to: (1) fix the end date for the PAGA release as of the date on which the number of pay periods reaches 141,185, or (2) increase the Gross PAGA Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by Aggrieved Employees above the 5% [i.e. if there was 6% increase in the number of pay periods during the PAGA Period (August 20, 2019 to approval or January 18, 2022, whichever is earlier), Defendant would agree to increase the Gross PAGA Settlement Amount by 1%.

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

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

- (1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- (2) The penalty settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in

connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$523,333, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$15,000 shall be paid to PAGA Counsel for Attorneys' Expenses and Costs as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$15,000 in Attorneys' Expenses and Costs to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

c. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$15,000. In the event that Court approval of these payments is required and a payment of less than \$15,000 is approved, or if the actual cost to administer the settlement is less than \$15,000, the difference will be added to the PAGA Payment.

d. Representative PAGA Release. In her capacity as a private attorney general "Aggrieved Employee" acting on behalf of the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys' Fees and Attorneys' Expenses and Costs, upon entry of the Judgment, the occurrence of the Effective Date and full funding, will release Defendant from any and all Released PAGA Claims.

5. Released PAGA Claims.

a. Upon entry of Judgment, the Effective Date and full funding, the Defendant shall be entitled to a release from the State of California and the Aggrieved Employees for all "Released PAGA Claims". "Released PAGA Claims" means the claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaint in the Action which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations alleged in or based on the facts asserted in the operative complaint in the Action, including Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 351, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, § 11040, subdivision 5(A)-(B), and applicable Industrial Welfare Commission Wage Orders. The release does not include underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and worker's compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. **In**

no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals, with the exception of Plaintiff Eliana Meek who will be releasing all individual claims under a separate release, pursuant to the paragraph below.

b. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Amount is not disclosed publicly.

6. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understand her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges she had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the Action on the Released PAGA Claims.

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

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

9. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the

terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

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

2. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$15,000. Defendant will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fifteen (15) days of the approval of the PAGA settlement by the Court.

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

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

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

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

V. MISCELLANEOUS PROVISIONS

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

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

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

5. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through them to bind her to the terms and conditions of this Settlement Agreement.

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

in the State of California, County of Los Angeles.

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

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

9. Judgment and Continued Jurisdiction. After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Agreement shall become null and void.

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

11. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The

Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

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

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

15. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

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

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

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

20. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of the claims in the

Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

21. No Admission of Liability or Wrongdoing by Defendant. Defendant contends that all of its employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendant has denied, and continues to deny, each of the claims and contentions alleged in the Action. Defendant has asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

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

23. Confidentiality. The Parties and their respective counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement. This provision does not apply to submissions to the Court for purposes of obtaining approval of the settlement or submissions to the LWDA in order to comply with the requirements of PAGA, nor does this provision apply to any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

24. Court Filings. The Parties agree not to object to any Court filings consistent with and/or effectuating this Agreement.

25. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Lou Marlin, for resolution.

[Signature Page Follows]

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

PLAINTIFF:

Dated: Jan 6, 2022


Eliana Meek (Jan 6, 2022 14:10 PST)
ELIANA MEEK

DEFENDANT:

Dated: Jan 11, 2022

ALTAMED HEALTH SERVICES
CORPORATION

By: 

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 1/6/22

By: 
NORMAN BLUMENTHAL
Counsel for Plaintiff Eliana Meek

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: January 12, 2022

By: Armine Antonyan

JOHN L. BARBER
EFTHALIA S. ROFOS
ARMINE ANTONYAN
Counsel for Defendant
Altamed Health Services Corporation

EXHIBIT #2

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

APRIL 28, 2022

ELIANA MEEK

RE: ALTA MED
FILE NUMBER: CA2195.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/15/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS BACKGROUND FACTS FOR COMPLAINT. REVIEW AND ANALYZE DEFENDANT'S BUSINESS OPERATIONS.	4.50	695	3,127.50
07/16/20	ND	REVIEW STATE AND FEDERAL COURT DOCKETS FOR RELATED LITIGATION. REVIEW PREVIOUS SETTLEMENT IN 2018. ANALYZE OVERLAP WITH CURENT CASE. CALL CLIENT TO DISCUSS.	3.00	695	2,085.00
07/25/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE PAGA PENALTIES FOR LABOR CODE VIOLATIONS.	4.50	695	3,127.50
07/27/20	ND	REVIEW LETTER FROM DEFENDANT. DISCUSS CLAIMS WITH CO-COUNSEL.	0.60	695	417.00
07/29/20 15	KN	REVIEW DOCUMENTS AND DRAFT COMPLAINT; REVIEW ANALYSIS FROM ND AND LETTER FROM DEFENDANT; ANALYSIS OF FACTS AND CLAIMS; ADVISE ND	2.50	750	1,875.00
08/12/20	ND	REVIEW AND REVISE COMPLAINT. ADD LABOR CODE 2802 ALLEGATIONS - LEGAL RESEARCH REGARDING THE SAME. SEND TO CLIENT FOR APPROVAL. CALL TO DISCUSS WITH CLIENT AND CO-COUNSEL.	5.00	695	3,475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/19/20	ND	DRAFT PAGA NOTICE. REVIEW PAY STUBS. UPLOAD TO LWDA WESBITE. UPDATE CLIENT.	2.00	695	1,390.00
08/24/20	ND	DRAFT CASE NOTES MEMO. ANALYZE POTENTIAL PAGA PENALTIES AND SIZE OF AGGRIEVED EMPLOYEE GROUP.	2.00	695	1,390.00
08/26/20 15	KN	REVIEW ND MEMO AND PENALTY ANALYSIS; REVIEW REVISED DRAFT COMPLAINT; EMAIL TO FILE	1.50	750	1,125.00
09/17/20	SB	REVIEW COMPLAINT - ANALYZE FOR FILING	2.80	325	910.00
12/07/20 01	KN	ANALYSIS OF ARBITRATION AGREEMENT AND ISSUES REGARDING ENFORCEMENT; LEGAL RESEARCH; ADVISE ND ON ARBITRATION ISSUES	1.50	750	1,125.00
12/08/20	ND	REVIEW AND ANALYZE ENFORCEABILITY OF ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING VIKING RIVER CRUISES DECISION AND APPEAL.	3.00	695	2,085.00
12/09/20	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198 RESPONSE	2.75	475	1,306.25
12/09/20	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES	0.50	475	237.50
12/09/20 15	KN	REVIEW AND ASSESS VALUATION OF CLAIMS; REVIEW FINAL COMPLAINT DRAFT; ADVISE RE	1.00	750	750.00
12/10/20	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT FOR NEXT DAY FILING.	3.75	475	1,781.25
12/10/20	ND	REVIEW AND REVISE PAGA ONLY COMPLAINT. REVIEW PAGA LETTER AND DISCUSS WITH RICO EHMANN.	1.50	695	1,042.50
12/11/20	RE	RESEARCH LOCATION OF INCIDENT; PREPARE CIVIL COVER SHEET ADDENDUM/STATEMENT OF LOCATION; PREPARE SUMMONS AND	1.25	475	593.75

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CIVIL COVER SHEET			
12/11/20	RE	FINALIZE COMPLAINT PACKAGE; FILE PAGA ONLY COMPLAINT IN LA SUP. CT.	0.75	475	356.25
12/11/20	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT.	0.60	475	285.00
12/15/20	JH	REVIEW/ANALYZE COMPLAINT, CASE NOTES, AND DOCS IN FILE; UPDATE CASE NOTES	3.00	550	1,650.00
12/16/20	RE	REVIEW FILE; UPLOAD COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
12/16/20 15	KN	REVIEW FILED COMPLAINT AND DOCUMENTS	0.30	750	225.00
01/18/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY COMPLAINT; IDENTIFY REGISTERED AGENT, SEND OUT FOR SERVICE VIA KNOX.	0.75	475	356.25
01/21/21	RE	COMM W PROCESS SERVER RE STATUS OF SERVICE AND POTENTIAL NEW ADDRESS OF REGISTERED AGENT TO SERVE DEF.	0.30	475	142.50
02/01/21	RE	REVIEW FILE; COMM. W KNOX RE STATUS OF SERVE ON ALTERNATE ADDRESS.	0.40	475	190.00
02/05/21	RE	FILE POS OF SUMMONS; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	0.50	475	237.50
02/09/21	RE	CONFER W JH RE CURRENT OPERATIVE PLEADING RE DEFENSE COUNSEL COMMUNICATION INDICATING THAT OPERATIVE PLEADING IS A CLASS ACTION; DISCUSS NEXT STEPS	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/09/21	JH	REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL RE ARB AGREEMENT; ASSESS WITH TEAM; DISCUSS WITH KN;RESPOND ACCORDINGLY	1.00	550	550.00
02/09/21 15	KN	REVIEW ARBITRATION ISSUES AND EMAILS REGARDING ARBITRATION AGREEMENT; REVIEW AGREEMENT; ADVISE STAFF	1.00	750	750.00
02/16/21 15	KN	REVIEW EMAILS; ANALYZE CASE AND ARGUMENTS	0.50	750	375.00
02/26/21	JH	REVIEW AND ANALYZE DISCOVERY REQUESTS; DISCUSS WITH CL	1.20	550	660.00
03/02/21	CL	DRAFT PLAINTIFF'S REQUEST FOR PRODUCTION, ONE, SPECIAL INTERROGATORIES, SET ONE, REQUEST FOR ADMISSIONS, SET ONE; EMPLOYMENT INTERROGATORIES, SET ONE; AND PLAINTIFF'S NOTICE OF DEPOSITON OF DEFENDANT.	2.20	495	1,089.00
03/02/21	CL	DRAFT STIPULATION TO STAY ENTIRE MATTER PENDING MEDIATION.	1.10	495	544.50
03/02/21	CL	DRAFT STIPULATION AND PROTECTIVE ORDER; DRAFT BELAIRE-WEST NOTICE.	0.90	495	445.50
03/02/21	JH	FURTHER REVIEW AND REVISE DRAFT DISCOVERY REQUESTS; ADVISE CL	1.00	550	550.00
03/02/21 15	KN	REVIEW EMAIL COORESPONDENCE; RESPOND	0.30	750	225.00
03/03/21	CL	EMAIL TO/FROM T. ROFOS RE: STIPULATION FOR STAY AND DISCOVERY CONFIRMATION.	0.30	495	148.50
03/04/21	AR	BEGIN REVIEW OF FILE FOR INFORMATION TO DRAFT MEDIATION DATA REQUEST.	0.80	475	380.00
03/04/21 15	KN	REVIEW ANSWER FROM DEF; ANALYZE DEFENSES ASSERTED; REVIEW POTENTIAL VIKING RIVER	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ISSUES			
03/05/21	AR	DRAFT MEDIATION DATA REQUEST; CORRESPONDENCE WITH AB REGARDING THE SAME.	0.80	475	380.00
03/05/21	AR	REVIEW AND EXTRACT DOCUMENTS AND UPDATE EXHIBIT BOOK.	1.20	475	570.00
03/05/21 15	KN	REVIEW MEDIATION CORRESPONDENCE AND EXHIBIT BOOK; ANALYZE FOR MEDIATION AND INFORMATION NEEDED; MEMO TO STAFF	1.00	750	750.00
03/08/21	JH	REVIEW DEFENDANT'S REVISIONS TO STIP. TO STAY	0.40	550	220.00
03/08/21	AR	RECEIVE AND REVIEW CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING STIPULATION; REVISE STIPULATION; TELECONFERENCE WITH CL REGARDING INITIAL STATUS CONFERENCE.	0.70	475	332.50
03/08/21	AR	REVISE, FINALIZE AND SEND MEDIATION DATA REQUEST.	0.30	475	142.50
03/08/21	JH	REVIEW DRAFT MEDIATION DATA REQUEST; ADVISE AR	0.40	550	220.00
03/09/21	AR	REVISE AND FINALIZE STIPULATION; DRAFT POS, FILE AND SERVE; CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER EFFORTS.	1.20	475	570.00
03/11/21	AR	MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL.	0.40	475	190.00
03/24/21	CL	REVISE AND ANALYZE COURT'S MINUTE ORDER RE: STAYING DISCOVERY PENDING MEDIATION.	0.30	495	148.50
03/24/21	CL	REVISE AND ANALYZE COURT'S ISSUED ORDER RE: STAY AND TOLLING AGREEMENT; REVIEW	0.30	495	148.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COURT WEBSITE.			
03/24/21	CL	DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO T. ROFOS RE: RULE 3.724 MEET AND CONFER AND ORDERS GRANTING STAY.	0.60	495	297.00
03/25/21	CL	EMAIL TO T. ROFOS RE: JOINT CASE MANAGEMENT CONFERENCE STATEMENT; RULE 3.724 MEET AND CONFER AND ORDERS GRANTING STAY; TELEPHONE CALL TO T. ROFOS RE: SAME.	0.30	495	148.50
03/25/21	CL	REVISE, FINALIZE AND FILE JOINT CASE MANAGEMENT CONFERENCE STATEMENT; EMAIL TO T. ROFOS RE: SERVICE OF SAME.	0.50	495	247.50
03/25/21 15	KN	REVIEW COURT'S ORDER; REVIEW JOINT CMS	0.30	750	225.00
04/08/21	CL	ATTEND CASE MANAGEMENT CONFERENCE.	1.30	495	643.50
04/09/21	AR	MULTIPLE CORRESPONDENCE WITH CTL REGARDING CMC; REVIEW FILE IN ADVANCE OF CMC.	0.50	475	237.50
04/26/21	ND	REVIEW RELATED ACTION AND CLAIMS ALLEGED. ANALYZE SETTLEMENT NUMBERS. REVIEW CASE DOCKET FOR CURRENT CASE AND UPDATE CLIENT AND CO-COUNSEL.	1.30	695	903.50
04/27/21	JH	REVIEW FILE AND STIP/ORDER TO STAY MATTER; DISCUSS WITH NBB	0.50	550	275.00
04/27/21	AJB	REVIEW/ANALYZE CORR FROM PARTNER RE DEFENSE ATTORNEY'S DISCLOSURE OF EMPLOYEE COUNT AND PRIOR LITIGATION/SETTLEMENT HISTORY. DRAFT SEND CORR TO DEFENSE ATTORNEY RE THESE ISSUES AND REQUESTING A CALL.	1.50	725	1,087.50
04/27/21	ND	REVIEW DEFENSE COUNSEL EMAIL REGARDING NUMBER OF AGGRIEVED	1.20	695	834.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EMPLOYEES AND SCOPE OF MEDIATION. ANALYZE PAY STUBS FOR 226(A) CLAIMS. ADVISE PARTNER AJB.			
04/27/21 15	KN	REVIEW ANALYSIS FROM ND; ADVISE AJ; REVIEW EMAILS RE SIZE OF CASE AND PRIOR LITIGATION	1.00	750	750.00
05/26/21	JH	REVIEW MATTER AND STATUS OF DISCOVERY; REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL RE MEDIATION; DISCUSS WITH AJB AND CL	0.90	550	495.00
05/26/21	CL	CONFERENCE CALL WITH J. HERMAN AND AJ RE: MEDIATION.	0.30	495	148.50
06/22/21	CL	EMAIL TO/FROM S. VULCETIC CONFIRMING MEDIATION DATE WITH L. MARLIN AND PREPLANNED VACATION.	0.30	495	148.50
06/23/21	AJB	REVIEW MEDIATION CONFIRMATION DOCUMENTS. ANALYZE CLAIMS AND MEDIATION PREP NEEDS.	1.00	725	725.00
06/25/21	AR	REVIEW AND OUTLINE DISCOVERY AND DOCUMENTS FOR REVISED MEDIATION DATA REQUEST.	0.80	475	380.00
07/02/21	AR	DRAFT REVISED MEDIATION DATA REQUEST; SERVE ON DEFENDANT.	0.40	475	190.00
07/02/21	AJB	REVIEW/APPROVE MEDIATION DATA REQUEST.	1.00	725	725.00
07/02/21 15	KN	REVIEW MEDIATION ISSUES; DISCUSS WITH AJ	0.50	750	375.00
08/16/21	CL	TELEPHONE ALL TO T. ROFOS REGARDING JOINT CMS; DRAFT JOINT CMS; EMAIL TO T. ROFOS RE: SAME.	0.60	495	297.00
08/17/21	CL	RECEIPT AND REVIEW FILED JOINT CASE MANAGEMENT STATEMENT.	0.20	495	99.00
08/31/21	CL	EMAIL TO A. RONAN IN PREPARATION FOR CASE MANAGEMENT	0.20	495	99.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CONFERENCE AND STATUS OF CASE.			
09/01/21	CL	[CLASS] EMAIL FROM C. BRAHAM RE: MEDIATION AND BELAIRE-WEST NOTICE.	0.20	495	99.00
09/01/21	CL	[CLASS] EMAIL FROM C. BRAHAM RE: MEDIATION AND BELAIRE-WEST NOTICE.	0.20	495	99.00
09/01/21	AR	PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY FOR FILE.	1.80	475	855.00
09/07/21	AJB	REVIEW STATUS OF PREPARING FOR MEDIATION AND DEADLINES. REVIEW DATA IN HAND AND APPLICABILITY TO CLAIMS. ASSESS OUTSTANDING NEEDS. DRAFT/SEND CORR TO DEFENSE ATTORNEY RE MEDIATION AND DATA.	2.00	725	1,450.00
09/08/21	AR	REVIEW FILE AND DOCKET FOR STATUS; MULTIPLE CORRESPONDENCE REGARDING POST MEDIATION STATUS CONFERENCE REPORT.	0.70	475	332.50
09/09/21	CL	DRAFT AMENDED STIPULATION FOR STAY PENDING MEDIATION; EMAIL TO T. ROFOS RE: SAME.	0.90	495	445.50
09/09/21	CL	MULTIPLE EMAILS TO T. ROFOS RE: AMENDED STIPULATION TO STAY PENDING MEDIATION.	0.30	495	148.50
09/09/21	AR	REVIEW STATUTE REGARDING TIME TO BRING MATTER TO TRIAL; CORRESPONDENCE REGARDING REVISED STIPULATIONS.	0.50	475	237.50
09/09/21	CL	RECEIPT AND REVIEW TIME DATA AND PAY STUBS PRODUCED PURSUANT TO MEDIATION PRIVILEGE.	0.40	495	198.00
09/12/21	ND	REVIEW DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW AND ANALYZE PAGA LETTER AND COMPLAINT. CALL WITH CLIENT TO DISCUSS BACKGROUND FACTS FOR	4.50	695	3,127.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION BRIEF.			
09/13/21	AJB	REVIEW/ANALYZE/SEND TO EXPERT MEEK - TIME DATA <u>08.09.2020-08.21.2021 II PRODUCED</u> <u>UNDER MEDIATION PRIVILEGE; MEEK-</u> <u>PAY DATA 08.2019 - 08.2021</u> PRODUCED UNDER MEDIATION PRIVILEGE; MEEK- TIME DATA <u>-08.09.2020-08.21.2021 III PRODUCED</u> <u>UNDER MEDIATION PRIVILEGE; MEEK-</u> <u>TIME DATA 08.09.2020-08.21.2021</u> PRODUCED UNDER MEDIATION PRIVILEGE; MEEK- TIME DATA <u>08.20.2019-08.08.2020 PRODUCED</u> <u>UNDER MEDIATION PRIVILEGE; MEEK-</u> <u>TIME DATA-08.20.2019-08.08.2020 III</u> PRODUCED UNDER MEDIATION PRIVILEGE; AND, MEEK -TIME DATA-08.20.2019-08.08.2020 V <u>PRODUCED UNDER MEDIATION</u> <u>PRIVILEGE.</u>	2.00	725	1,450.00
09/13/21	ND	REVIEW AND ANALYZE TIME PUNCH DATA FOR MEAL BREAK VIOLATIONS. LEGAL RESEARCH REGARDING AMN HEALTHCARE DECISION. REVIEW PAYSTUBS AND COMPANY WAGE AND HOUR POLICY DOCS. PREPARE FOR MEDIATION.	4.50	695	3,127.50
09/13/21 15	KN	REVIEW AND ANALYZE DOCUMENT PRODUCTION FROM DEFENDANT FOR PURPOSES OF MEDIATION; ANALYZE FACTS AND CLAIMS; ADVISE AJ	2.00	750	1,500.00
09/15/21	AJB	DRAFT MEDIATION BRIEF. REVIEW/ANALYZE MEEK-SAMPLE PAYSTUBS <u>PRODUCED UNDER</u> <u>MEDIATION PRIVILEGE; MEEK-TIME</u> <u>DATA -08.09.2020-08.21.2021 III</u> PRODUCED UNDER MEDIATION PRIVILEGE; MEEK-TIME DATA-08.09.2020-08.21.2021 V <u>PRODUCED UNDER MEDIATION</u> <u>PRIVILEGE; MEEK-TIME DETAIL</u> <u>-08.20.2019-08.08.2020 II PRODUCED</u> UNDER MEDIATION PRIVILEGE; AND, MEEK-TIME DETAIL	5.00	725	3,625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		<u>-08.20.2019-08.08.2020 III PRODUCED UNDER MEDIATION PRIVILEGE. REVIEW/ANALYZE PLEADINGS FROM PRIOR CASE, ROBLES V. ALTAMED.</u>			
09/16/21	ND	DRAFT MEDIATION BRIEF. ANALYZE FACTS AND LAW.	5.00	695	3,475.00
09/16/21	JH	REVIEW/ANALYZE MEDIATION DATA PRODUCTION FROM DEFENDANT	2.00	550	1,100.00
09/22/21	AJB	DRAFT MEDIATION BRIEF. REVIEW/ANALYZE ARBITRATION AGREEMENTS AND ABILITY TO PURSUE CLASS CLAIMS. RESEARCH DEVELOPMENTS IN VOIDING ARBITRATION AGREEMENTS AND ASSEMBLING MASS CLAIMS IN ARBITRATIONS.	3.00	725	2,175.00
09/22/21	ND	REVIEW AND REVISE MEDIATION BRIEF. ANALYZE REST BREAK CLAIMS. MEDIATION PREPARATION.	4.50	695	3,127.50
09/22/21 17	KN	REVIEW & REVISE MEDIATION BRIEF; REVIEW MEDIATION MATERIALS; DISCUSS STRATEGY WITH ATTORNEYS	2.00	750	1,500.00
09/23/21	AJB	REVIEW/ANALYZE RULINGS OF JUDGE AVAILABLE ON TENTATIVERULINGS.ORG. DRAFT BULLET POINTS FOR USE AT MEDIATION.	3.00	725	2,175.00
09/24/21	AJB	REVIEW/ANALYZE CASE NOTES, MAGADIA V. WAL-MART ASSOCS., INC., 99 F.3D 668, 678 (9TH CIR. 2021), BARRAGAN V. HOME DEPOT U.S.A., INC., FLORES V. CITY OF SAN GABRIEL, AND FERRA V. LOEWS HOLLYWOOD HOTEL, LLC. DRAFT MEDIATION BRIEF.	5.00	725	3,625.00
09/25/21	AJB	REVIEW ANALYZE ARTICLES ON LAW360 ABOUT THE SETTLEMENT VALUE OF WAGE STATEMENT CLAIMS IN CLASS/PAGA CASES. DRAFT BULLET POINTS FOR USE AT	3.00	725	2,175.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION.			
09/27/21	NBB	REVIEW DOCS, ANALYZE RE SETTLEMENT ISSUES. ADVISE AJ.	2.50	795	1,987.50
09/27/21	ND	REVIEW EXPERT PENALTY REPORT FOR PAGA CLAIMS. ANALYZE EXPERT'S NOTES AND ASSUMPTIONS. REVIEW EXHIBITS TO MEDIATION BRIEF. UPDATE WITH CLIENT AND CO-COUNSEL. MEDIATION PREPARATION.	3.70	695	2,571.50
09/27/21 01	KN	ANALYSIS OF INFORMATION FROM AJ AND ND; DISCUSS WITH ATTORNEYS; REVIEW AND REVISE MEDIATION BRIEF; ADVISE AJ	1.50	750	1,125.00
09/28/21	AR	REVIEW AND OUTLINE ORDER; DRAFT SUMMARY OF REVISED DATES.	0.40	475	190.00
09/28/21	AJB	REVIEW/ANALYZE 1198.5 PRODUCTION AND DRAFT MEDIATION BRIEF.	2.50	725	1,812.50
09/28/21	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	325	910.00
09/30/21	AJB	DRAFT MEDIATION BRIEF. REVIEW/ANALYZE EXPERT'S REPORT. REVIEW WAGE STATEMENTS. DRAFT / SEND CORR TO EXPERT REQUESTING REVISION TO SPECIFY DIRECT WAGE STATEMENT VIOLATION. REVIEW/ANALYZE RESPONSE. DRAFT RESPONSE. REVIEW/ANALYZE UPDATED CHARTS WITH ADDITIONAL LINE ITEMS FOR THE ALTERNATE CALCULATIONS. ADVISE EXPERT OF THOUGHTS. CONTINUE DRAFTING MEDIATION BRIEF.	6.00	725	4,350.00
09/30/21	NBB	REVIEW DOCS, ANALYZE CLAIMS. ADVISE AJ.	2.25	795	1,788.75
09/30/21	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, ADVISE AJB	2.40	325	780.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/30/21 17	KN	REVIEW & REVISE FINAL MEDIATION DRAFT;ANALYZE SETTLEMENT ISSUES AND VALUATION REPORTS; DISCUSS WITH PARTNERS AND ADVISE AJ	2.00	750	1,500.00
10/01/21	AJB	FINALIZE AND FILE MEDIATION BRIEF.	6.00	725	4,350.00
10/01/21	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.80	325	910.00
10/04/21	SB	SPEAK WITH CLIENT ABOUT CLAIMS, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.80	325	910.00
10/06/21	ND	ANALYZE PREVIOUS PAGA SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION AND STRATEGY.	2.00	695	1,390.00
10/08/21	AJB	PREP AND APPEAR FOR MEDIATION. REVIEW/ANALYZE/RESPOND TO MEDIATOR'S PROPOSAL.	10.00	725	7,250.00
10/08/21	NBB	REVIEW MEDIATION BRIEF. ANALYZE SETTLEMENT ISSUES. ADVISE AJ.	2.75	795	2,186.25
10/08/21	SB	ATTEND MEDIATION	8.00	325	2,600.00
10/08/21 01	KN	ANALYSIS OF SETTLEMENT ISSUES; DISCUSS MEDIATION WITH AJ AND NBB	1.00	750	750.00
10/09/21	ND	REVIEW AND ANALYZE MOU TERMS. CONFERENCE WITH CLIENT TO DISCUSS SETTLEMENT TERMS. SEND MOU FOR SIGNATURE. CALL WITH CO-COUNSEL TO DISCUSS SETTLEMENT PAYOUT PROCESS.	1.20	695	834.00
10/09/21 15	KN	REVIEW MEDIATOR'S PROPOSAL; ANALYZE FOR SETTLEMENT TERMS AND MOU; ADVISE AJ	1.00	750	750.00
10/18/21 17	KN	REVIEW & REVISE MOU	0.50	750	375.00
10/19/21 01	KN	ANALYSIS OF DEF REVISIONS TO MOU; ADVISE AJ	0.75	750	562.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/20/21 15	KN	REVIEW FINAL MOU	0.40	750	300.00
10/21/21	NBB	REVIEW MOU, REVIEW DOCS RE SETTLEMENT ISSUES. ADVISE AJ.	2.00	795	1,590.00
10/25/21	AJB	PREP AND APPEAR FOR CALL W/ MEDIATOR TO DISCUSS FINALIZATION OF MOU.	1.00	725	725.00
10/26/21	CL	DRAFT JOINT CASE MANAGEMENT STATEMENT; EMAIL TO T. ROFOS RE: JOINT CASE MANAGEMENT STATEMENT; TELEPHONE CALL TO T. ROFOS RE: SAME	0.80	495	396.00
10/26/21 15	KN	REVIEW DRAFT CMS; ADVISE CL RE SETTLEMENT ISSUES AND SCHEDULING	0.50	750	375.00
10/27/21	AJB	REVIEW STATUS OF FINALIZING SETTLEMENT. DRAFT/SEND CORR TO MEDIATOR. REVIEW/ANALYZE RESPONSE.	1.00	725	725.00
11/02/21	AJB	REVIEW/ANALYZE MODIFIED MOU. DRAFT REVISION TO MOU AND DRAFT CORR RE REVISION AND SEND TO DEFENSE COUNSEL TO ADDRESS LIQUIDATED DAMAGES ISSUES.	2.00	725	1,450.00
11/02/21	NBB	REVISE MOU FOR FINAL, ANALYZE AND ADVISE AJ.	1.25	795	993.75
11/04/21	AJB	REVIEW/ANALYZE DEFENSE ATTORNEY'S CORR RE LIQUIDATED DAMAGES. DRAFT/SEND RESPONSE. REVIEW/ANALYZE REPLY AND FURTHER REVISION TO MOU. RESPOND.	3.00	725	2,175.00
11/05/21	RE	REVIEW & ANALYZE MOU; CONFER W NB RE DRAFTING OF LONG FORM SETTLEMENT AGREEMENT(S)	0.75	475	356.25
11/05/21 15	KN	REVIEW FINAL MOU AND FINAL REVISIONS TO MOU	0.50	750	375.00
11/08/21	AJB	REVIEW STATUS OF FINALIZING	2.00	725	1,450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SETTLEMENT. DRAFT SEND FOLLOW UP CORR. REVIEW/ANALYZE RESPONSE RE DEADLINES AND MOU. REVIEW/ CASE CALENDAR. DRAFT SEND / RESPONSE.			
11/09/21	CL	TELEPHONE CALL FROM/TO DEPT 76 REGARDING CMC HEARING AND LA COURT CONNECT.	0.20	495	99.00
11/09/21	CL	ATTEND CASE MANAGEMENT CONFERENCE HEARING.	0.90	495	445.50
11/22/21	RE	DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	5.25	475	2,493.75
11/22/21 10	KN	DRAFT MEMO TO RE RE SETTLEMENT ISSUES AND DRAFTING OF AGREEMENT; MODIFY FORM FOR USE BY RE	1.00	750	750.00
11/23/21	RE	REVIEW, EDIT & FINALIZE FIRST DRAFT OF LONG FORM PAGA SETTLEMENT AGREEMENT	1.00	475	475.00
11/23/21	RE	DRAFT LONG FORM INDIVIDUAL SETTLEMENT AGREEMENT RE ELIANA MEEK	3.60	475	1,710.00
11/24/21	NBB	REVIEW SETTLEMENT AGREEMENT. ANALYZE.	1.00	795	795.00
11/26/21	NBB	REVIEW SETTLEMENT AGREEMENT, ANALYZE, REVISE. SEND TO RE.	2.00	795	1,590.00
11/27/21	RE	REVIEW NB'S SUGGESTED EDITS TO INDIVIDUAL AND PAGA SETTLEMENT AGREEMENTS; EDIT DRAFTS; FORWARD TO KN	0.40	475	190.00
11/29/21 15	KN	REVIEW STATUS OF DRAFT AGREEMENT AND EDITS FROM NBB AND RE; EMAISL WITH RE RE ISSUES	1.00	750	750.00
12/02/21 17	KN	REVIEW & REVISE AGREEMENT; MEMO TO ADMIN	1.50	750	1,125.00
12/07/21 17	KN	REVIEW & REVISE AGREEMENT; REVIEW ADMIN BIDS; EMAIL DEF	1.80	750	1,350.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/20/21	NBB	REVIEW AGREEMENT, ANALYZE. ADVISE KN.	3.00	795	2,385.00
01/03/22	NBB	REVIEW DOCS, ANALYZE, ADVISE KN.	1.00	795	795.00
01/03/22 15	KN	REVIEW DRAFT NOTICE; RESPOND	0.30	750	225.00
01/04/22	RE	BEGIN DRAFTING MOTION FOR APPROVAL OF PAGA SETTLEMENT	1.25	475	593.75
01/04/22 15	KN	REVIEW DEF REVISIONS TO THE AGREEMENT; RESPOND	1.25	750	937.50
01/05/22	RE	DRAFT MOTION TO APPROVE PAGA SETTLEMENT	1.80	475	855.00
01/06/22	RE	DRAFT MOTION TO APPROVE PAGA SETTLEMENT	2.75	475	1,306.25
01/06/22 17	KN	REVIEW & REVISE AGREEMENTS FOR FINAL	1.50	750	1,125.00
01/07/22	RE	REVISE LATEST DRAFT OF MOTION TO APPROVE PAGA SETTLEMENT; REVIEW; UPDATE T OF C & CASE CITES; FORWARD TO KN FOR REVIEW	2.25	475	1,068.75
01/07/22	RE	DRAFT PROPOSED ORDER RE MOTION TO APPROVE PAGA SETTLEMENT	0.75	475	356.25
01/07/22	NBB	REVIEW PAGA APP MOTION. ANALYZE, ADVISE KN.	1.50	795	1,192.50
01/07/22 01	KN	ANALYSIS OF ISSUE FOR SETTLEMENT APPROVAL AND MOTION; ADVISE RE; DISCUSS WITH NBB	1.00	750	750.00
01/12/22 15	KN	REVIEW EMAIL FROM DEF; REVIEW EXECUTED AGREEMENT; AND PREPARE FOR USE IN MOTION	0.50	750	375.00
01/13/22 17	KN	REVIEW & REVISE MOTION FOR PAGA APPROVAL; REVISE PROPOSED ORDER; EMAIL RE; EMAIL DEF WITH DRAFT MOTION	2.75	750	2,062.50
01/17/22	KN	WORK ON HEARING RESERVATION AND PROCEDURE FOR MOTION; EMAIL	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEF RE HEARING; EMAILS WITH DEF RE MOTION			
01/19/22 10	KN	DRAFT DECLARATION ISO MOTION; RESEARCH ISSUES	3.00	750	2,250.00
01/21/22	CL	RECEIPT AND REVIEW ORDER RE JOINT NOTICE OF SETTLEMENT AND REPORT.	0.20	495	99.00
01/24/22 17	KN	REVIEW & REVISE MOTION FOR PAGA APPROVAL; REVISE DECL AND PRO ORDER; PREPARE EXHIBITS FOR MOTION	3.20	750	2,400.00
01/25/22	AR	REVIEW DOCKET AND ORDERS; DRAFT SUMMARY CORRESPONDENCE.	0.50	475	237.50
02/01/22 17	KN	REVIEW & REVISE MOTION AND DECLARATION; INSERT CITES AND COMPLETE BLANKS.	1.80	750	1,350.00
04/04/22 15	KN	REVIEW STATUS OF CASE AND MOTION; UPDATE MOTION	0.50	750	375.00
04/27/22 17	KN	REVIEW & REVISE MOTION FOR PAGA APPROVAL; REVISED DECLARATION; PREPARE EXHIBITS	2.00	750	1,500.00
04/28/22 15	KN	REVIEW BILLING STATEMENT AND BILLING ISSUES FOR ACCURACY; MEMO TO STAFF; EMAIL ND WITH QUESTIONS	1.00	750	750.00
04/28/22 26	KN	PREPARE MOTION FOR PAGA APPROVAL FOR FINAL; FILE AND SERVE; SERVE LWDA	2.75	750	2,062.50

TOTAL BILLED HOURS

A.J.BHOWMIK	60.00 hr @ 725.00	\$ 43,500.00
ANDREW RONAN	11.00 hr @ 475.00	\$ 5,225.00
CHRISTINE LEVU	13.50 hr @ 495.00	\$ 6,682.50
JEFF HERMAN	10.40 hr @ 550.00	\$ 5,720.00
KYLE NORDREHAUG	52.00 hr @ 750.00	\$ 39,000.00
NORMAN BLUMENTHAL	19.25 hr @ 795.00	\$ 15,303.75
NICK DEBLOUW	54.00 hr @ 695.00	\$ 37,530.00
RICO EHMANN	32.15 hr @ 475.00	\$ 15,271.25
SCOTT BLUMENTHAL	21.60 hr @ 325.00	\$ 7,020.00

TOTAL PROFESSIONAL SERVICES		273.90	<u>\$175,252.50</u>
COSTS ADVANCED			
08/17/20	PAGA NOTICE FILING FEE.		75.00
12/11/20	FILING FEE.		463.51
02/05/21	FILING FEE		16.20
02/10/21	FILING FEE		38.25
02/27/21	MESSENGER - KNOX		226.90
03/09/21	FILING FEE FOR CMC STATEMENT.		32.27
03/17/21	MEDIATION FEES - SERRATORE.		9,000.00
03/24/21	LASC RECEIPT - PURCHASE OF ORDER RE STAY OF DISCOVERY AND TOLLING AGREEMENT		5.00
03/26/21	[PAGA] ONE LEGAL - E-FILE JOINT CASE MANAGEMENT STATEMENT.		16.68
06/23/21	MEDIATION FEES - MARLIN		7,000.00
07/08/21	MEDIATION FEE CREDIT - SERRATORE.		-9,000.00
10/16/21	BERGER CONSULTING GROUP		2,287.50
01/21/22	FILING FEE - MOTION		60.00
04/27/22	FILING FEE - MOTION		<u>60.00</u>
TOTAL COSTS ADVANCED			<u>\$ 10,281.31</u>
TOTAL CURRENT CHARGES			<u>\$185,533.81</u>

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

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

EXHIBIT #4

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

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

**WRITERS EXT:
1004**

August 20, 2020
CA2195

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

AltaMed Health Services Corporation
Certified Mail #70191640000167902168
Henry Holguin
2040 Camfield Avenue
Los Angeles, CA 90040

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant AltaMed Health Services Corporation in California and classified as non-exempt employees during the time period of August 20, 2019 until a date as determined by the Court. Our offices represent Plaintiff Eliana Meek (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant AltaMed Health Services Corporation (“Defendant”). Plaintiff has been employed by Defendant in California as an Aide, Food Preparation since March of 2018 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other

Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #5



Class Action Settlement Administration

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

Estimate #:	14200V2	Prepared By:	Michael Sutherland
Estimate Date:	12/2/2021	Direct Dial #	321-223-5067
		Email:	ksutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: **Kyle Nordrehaug**
Firm: **Blumenthal Nordrehaug & Bhowmik**
Email: [<kyle@bamlawca.com>](mailto:kyle@bamlawca.com)

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: Altamed: PAGA Distribution

Anticipated Total Cost	\$13,373
Cost per Person	\$4.18

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.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	3,200	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Length of Response Period:	N/A	Fund Distribution:	Simpluris
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	No	State	Single
Uncashed Funds	Escheat		

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
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$265.00

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members-W-2, 1099's-- File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	2	\$280.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
NCOA Prior to Mailing	\$0.05	3200	\$160.00
Print & Mail-Check, 1099 Only	\$1.25	3200	\$4,000.00
Postage	\$0.53	3200	\$1,696.00
Process Returned Checks	\$0.25	640	\$160.00
Skip Trace Search Undeliverable Checks	\$3.00	640	\$1,920.00
Remail Checks	\$3.00	640	\$1,920.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$3.00	48	\$144.00
Postage	\$0.58	48	\$27.84
Escheat management State	\$750.00	1	\$750.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$13,107.84



Class Action Settlement Administration

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

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Clerical-Clean Up Any Misc	\$50.00	0	\$0.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$0.00

Postage	\$1,696.00	Total Case Costs	\$13,372.84
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All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

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

Simpluris Security Summary – White Paper

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

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

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

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