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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF YOLO**

15 **HILARY CEARLY and YEKATERINA**
16 **KUCHEROVA, et al.,**

17 Plaintiffs,

18 vs.

19 **UNIVERSITY RETIREMENT**
20 **COMMUNITY AT DAVIS, INC., a**
21 **Corporation; PACIFIC RETIREMENT**
22 **SERVICES, INC., a Corporation; and DOES**
23 **1 through 50, inclusive,**

24 Defendants.

Case No. CV2021-0524

[Consolidated with Case No. CV2021-0531]

DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT

Hearing Date: February 15, 2023

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated September 28, 2022 at paragraph 12]

Judge: Hon. Samuel T. McAdam

Dept: 10

Action Filed: March 26, 2021

Trial Date: Not Set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Hilary Cearley and Yekaterina Kucherova ("Plaintiffs")
4 in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The
5 following facts are within my own personal knowledge, and if called as a witness, I could testify
6 competently to the matters stated herein. This declaration is being submitted in support to the motion
7 for final approval of the class settlement filed by Plaintiffs.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action Settlement Agreement (the "Agreement")
28

1 between the parties is attached hereto as Exhibit #2.¹ Plaintiffs and Defendants University Retirement
2 Community at Davis, Inc., and Pacific Retirement Services, Inc. ("Defendants") reached a full and final
3 settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with
4 the Court. As consideration for this Settlement, the Gross Settlement Amount is Seven Hundred
5 Thousand Dollars (\$700,000.00). (Agreement at ¶ I(19).) Under the Settlement, the Gross Settlement
6 Amount consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class
7 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement Administration
8 Expenses; (4) Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Payment.
9 (Agreement at ¶ I(19).)

10 (b) The Gross Settlement Amount does not include Defendants' share of payroll taxes.
11 (Agreement at ¶ III(35).) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
12 (Agreement at ¶ III(35).)

13 (c) Defendants shall fund the Gross Settlement Amount within fifteen (15) days of the
14 Effective Date. (Agreement at ¶ III(42).) The Settlement Shares to Participating Class Members will
15 be mailed by the Settlement Administrator fifteen (15) days after Defendants fully fund the Gross
16 Settlement Amount. (Agreement at ¶ III(42).)

17 (d) The Net Settlement Amount equals the net amount available for payment to the Class after
18 deducting the Court-approved amounts for the Class Representative Service Payments, the Class
19 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the
20 Settlement Administration Expenses. (Agreement at ¶ I(21).) The Net Settlement Amount will be
21 distributed as the Settlement Shares to the Class Members who do not timely request exclusion
22 ("Participating Class Members"). (Agreement at ¶¶ I(24), III(37).) The Settlement Share will be
23 calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the
24 total number of weeks included in the dates of employment to determine a dollar amount per week
25 ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked
26 by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement
27

28 ¹ Capitalized terms are defined in the Agreement.

1 Share. (Agreement at ¶ III(37)(b).) Workweeks are based on Defendants' records, however Class
2 Members have the right to challenge the number of workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved
4 by the Court by mailing the notice packets after updating class members' addresses using the National
5 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
6 notices to any forwarding address provided or updated address located. (Declaration of Madely Nava
7 ("Nava Decl.") ¶¶ 6-8.) Class Members were provided with the opportunity to exclude themselves or
8 "opt out" if they did not want to participate in the settlement. (Agreement at ¶ III(39)(d), Ex. A; Nava
9 Decl. ¶11, Exh. A.) No Class Members submitted a request for exclusion, which means that all Class
10 Members are deemed Participating Class Members who are bound by the Settlement and will be
11 entitled to receive a Settlement Share. (Agreement at ¶ III(39)(d); Nava Decl. ¶11) All Aggrieved
12 Employees will be paid their allocation of the PAGA Payment, respectively, and will remain bound by
13 the release of the Released PAGA Claims. (Agreement at ¶ III(39)(d)(iii).) The Class Notice also
14 advised Class Members of their right to object to the Settlement and/or dispute their workweeks.
15 (Agreement at ¶ III(39)(d), Ex. A.; Nava Decl. ¶ 12, Exh. A.)

16 (f) A Participating Class Member must cash his or her Settlement Share check within 180 days
17 after it is mailed. (Agreement at ¶ III(43).) The Settlement Administrator will send a reminder to
18 Participating Class Members who have not cashed their checks 60 days before the expiration date.
19 (Agreement at ¶ III(43).) Any settlement checks not cashed within 180 days will be voided and any
20 funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property
21 Fund in the name of the individual who failed to cash their check. (Agreement at ¶ III(43).) Checks
22 to Aggrieved Employees shall be handled in the same manner.

23 (g) ILYM Group was appointed by the Court as the Settlement Administrator for the
24 Settlement. (Agreement at ¶ III(38); Preliminary Approval Order at ¶ 9). From the Gross Settlement
25 Amount, the Settlement Administrator shall be paid for the expenses of administering the Settlement
26 in an amount not to exceed \$15,000. (Agreement at ¶ III(36)(d).) As set forth in the Nava Decl. at ¶
27 15, the Settlement Administration Expenses, including fees and costs incurred to-date, as well as
28 anticipated fees and costs for completion of the settlement administration, are \$11,370.

1 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
2 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
3 (Agreement at ¶ III(36)(b).) Class Counsel will also be allowed to apply separately for an award of
4 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
5 III(36)(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
6 each to Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ III(36)(a).) In
7 support of this separate motion for attorneys' fees, reimbursement of expenses and service awards,
8 Class Counsel is providing evidentiary support, for these requests, including lodestar.

9 (i) The Parties will seek approval from the Court for the PAGA Payment of \$15,000 out of the
10 Gross Settlement Amount, which shall be allocated 75% (\$11,250) to the LWDA as the LWDA's share
11 of the PAGA Payment pursuant to PAGA and 25% (\$3,750) will be distributed to the Aggrieved
12 Employees based on their respective pay periods worked during the PAGA Period. (Agreement at ¶
13 III(36)(c).) All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject
14 to the release of the Released PAGA Claims, whether or not they opt out of the Settlement. (Agreement
15 at ¶ III(36)(c).) As set forth in the accompany proof of service, the LWDA has been served with this
16 motion and the Agreement.

17 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
18 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
19 settlement is "fair, adequate and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
20 Settlement valued at \$700,000 is an excellent result for the Class. This result is particularly favorable
21 in light of the fact that liability was far from certain in light of the defenses asserted by Defendants.
22 Given the complexities of this case and the defenses asserted, along with the uncertainties of proof at
23 trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally
24 approved.

25
26 4. Procedural status of the settlement - In accordance with the Preliminary Approval
27 Order dated September 28, 2022 ("Preliminary Approval Order"), the approved Class Notice has been
28 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.

1 On November 1, 2022, the Settlement Administrator mailed the Court-approved Class Notice to the
2 Class Members, which provided each class member with the terms of the Settlement, including notice
3 of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and
4 service awards that were being sought, how individual settlement awards would be calculated, and the
5 specific, estimated payment amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating
6 the notices, the Settlement Administrator followed the notice procedures authorized by the Court in its
7 Preliminary Approval Order. Significantly, there have been no objections and no opt-outs. Nava Decl.
8 ¶¶ 11-12. As a result, the entire Class will participate in the Settlement and will be sent a settlement
9 check, representing 100.00% of the Class. See Nava Decl. at ¶¶ 13-14.

10 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiffs and other
11 Class Members were not provided all overtime compensation and at the correct rate, were not provided
12 and/or paid for meal and rest periods, were not reimbursed for all required business expenses, and
13 were not provided accurate itemized wage statements. The Action seeks unpaid wages, penalties,
14 attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing to
15 Plaintiffs and the other Class Members by virtue of the foregoing claims.

16
17 6. Procedural History of the Litigation

18 (a) On March 26, 2021, Plaintiffs filed a Complaint against Defendants in the Superior
19 Court of the State of California, County of Yolo. Plaintiffs asserted claims against Defendants for: (1)
20 unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay overtime
21 wages in violation of Cal. Labor Code § 510; (3) failure to pay minimum wages in violation of
22 California Labor Code §§ 1194, 1197 & 1197.1; (4) failure to provide required meal periods in
23 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
24 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in
25 violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in
26 violation of Cal. Labor Code § 2802; and, (8) failure to provide wages at termination in violation of Cal.
27 Lab. Code § 201, 202, and 203.
28

1 (b) On March 26, 2021, Plaintiffs also filed a separate Representative PAGA Action
2 Complaint against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (the Private
3 Attorneys General Act ("PAGA") for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210,
4 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
5 Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s).

6 (c) As part of the Settlement, the Parties stipulated to consolidate the PAGA Action with
7 the Class Action, and Plaintiffs are filing a Consolidated Complaint that adds Plaintiffs' Class Action
8 claims into Plaintiffs' PAGA Action.

9 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
10 including production of documents, class data, and other information, allowing for the full and
11 complete analysis of liabilities and defenses to the claims in the Action. The information for mediation
12 obtained by Plaintiffs included: (1) a class list and time punch data showing employees' meal periods
13 and their time worked; (2) Payroll data for employees; (3) Defendant's employee wage and hour
14 policies; (5) the employment files for the Plaintiffs; and, (7) samples of wage statements provided by
15 Defendants. The time punch data covered 94,834 shifts, which was then extrapolated to the entire Class
16 of 201,860 shifts worked. As such, Class Counsel received the actual data for more than 45% of the
17 shifts worked by the Class, which was sufficient for Plaintiffs' expert to prepare the valuations and
18 extrapolate to the entire Class.

19 (e) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation.
20 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
21 information in connection with the Action. On January 26, 2022, the Parties participated in an all-day
22 mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative
23 and class actions. Following the mediation, each side, represented by its respective counsel, were able
24 to agree to settle the Action based on a mediator's proposal which was memorialized in the form of a
25 Memorandum of Understanding. At all times, the negotiations were arm's length and contentious. .

26 (f) The Parties continued to negotiate the terms of the settlement and prepared the long
27 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all
28 individuals who are or previously were employed by Defendants in California who were classified as

1 hourly, non-exempt employees at any time during the Class Period.” (Agreement at ¶ I(3).) The Class
2 Period is from March 26, 2017 through May 1, 2022. (Agreement at ¶ I(10).) The Class consists of
3 469 Class Members who worked 50,384 weeks during the Class Period.

4 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of
5 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
6 than settlement, the Action are appropriate for class treatment. Defendants contend, among other
7 things, that they has correctly compensated the Class Members and complied at all times with the
8 California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendants
9 contend that class certification would be inappropriate for any reason other than for settlement.
10 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend
11 that the Action is appropriate for class certification on the basis that the claims meet the requisites for
12 class certification. Without admitting that class certification is proper, Defendants have stipulated that
13 the above Class may be certified for settlement purposes only. (Agreement at ¶ II(33).) The Parties
14 agree that certification for settlement purposes is not an admission that class certification would be
15 proper if the class certification issue were litigated. Further, the Agreement is not admissible in this
16 or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for
17 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
18 certification with respect to the Class are satisfied.

19 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
20 Over the course of more than a year, Class Counsel diligently evaluated the Class Members’ claims
21 against the Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class
22 Counsel with access to necessary information for the Class. In addition, Class Counsel previously
23 negotiated settlements with other employers in actions involving nearly identical issues and analogous
24 defenses. Based on the foregoing data and their own independent investigation, evaluation and
25 experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the
26 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
27 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
28 potential appellate issues.

1 7. History of Settlement Discussions

2 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
3 before an experienced and well-respected mediator. Defendants have expressly denied and continue
4 to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
5 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
6 Claims of the Class in accordance with this Settlement. Class Counsel are experienced and qualified
7 to evaluate the class claims, the viability of the defenses asserted, and the risks and benefits of trial and
8 settlement, and Class Counsel are experienced in wage and hour employment law class actions, as Class
9 Counsel has previously litigated and certified similar claims against other employers.

10 (b) The Parties attended an arms-length mediation session with Tripper Ortman, Esq., a
11 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
12 In preparation for the mediation, Defendants provided Class Counsel with necessary information for
13 the members of the Class, including time data, payroll data and data concerning the composition of the
14 Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and
15 prepared and submitted a mediation brief and damage valuation to the Mediator. Following mediation,
16 the Parties agreed to this Settlement through a mediator's proposal.

17 (c) From March 2022 to July 2022, the settlement agreement and exhibits thereto were
18 finalized and executed, and then presented to this Court in the motion for preliminary approval. On
19 September 28, 2022, the Court issued its Order granting preliminary approved of the settlement as fair
20 and reasonable to the Class.

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

23
24 8. The outcome of this case would have been uncertain and fraught with risks.

25 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
26 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied
27 with all applicable Labor laws. Defendants argued that all work time was paid for and that the regular
28 rate was properly calculated when paying wages. Defendants contend that their meal and rest period

1 policies fully complied with California law and that Defendants' timekeeping system recorded meal
2 periods, and was not required to record rest periods. Defendants argued that the fact they paid
3 significant meal and rest period premiums establishes that their practices were compliant when a meal
4 or rest was missed. Plaintiffs' theory of liability for rest breaks was based upon an on premise
5 restriction, which Defendants disputed and argued that this theory has been rejected by Courts as
6 sufficient alone to establish liability for on-duty rest breaks. *See, e.g., Ritenour v. Carrington Mortg.*
7 *Servs., LLC*, 2018 WL 5858658, at *7 (C.D. Cal. 2018) (holding that defendant's on-premises rest
8 period policy was facially valid and legal); *Hubbs v. Big Lots Stores, Inc.*, 2018 WL 5264141, at *5
9 (C.D. Cal. 2018) (citing Augustus and dismissing on-premises rest period claims for failure to state a
10 claim); *Bell v. Home Depot U.S.A., Inc.*, 2017 WL 1353779, at *2 (E.D. Cal. 2017) (declaring
11 defendant's argument that *Augustus* implied on-premises rest periods were legal as "more persuasive
12 and accurate" than plaintiff's argument to the contrary). As to expenses reimbursement, Defendants
13 contended that it did not fail to pay for business expenses and any cell phone usage was merely
14 convenient and voluntary such that reimbursement was not legally required. Finally, Defendants could
15 argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened
16 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
17 Defendants also argue that based on their facially lawful practices, they acted in good faith and without
18 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
19 wage statements. If successful, Defendants' defenses could eliminate or substantially reduce any
20 recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendants
21 maintain these defenses have merit and therefore present a serious risk to recovery by the Class.

22 (b) There was also a significant risk that, if the Actions were not settled, Plaintiffs would be
23 unable to obtain class certification and thereby not recover on behalf of any employees other than
24 themselves. Defendants argued that the individual experience of each putative class member varied
25 with respect to the claims. Defendants could also contest class certification by arguing injury and good
26 faith were case by case determinations that precluded class certification. Plaintiffs are aware of other
27 cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal.
28 App. 5th 885 (2019) (denying certification of rest break claims). Finally, even if class certification was

1 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
2 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even
3 where the class has been certified. While other cases have approved class certification in wage and
4 hour claims, class certification in this action would have been hotly disputed and was by no means a
5 foregone conclusion.

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

21 (d) For the 469 Class members who worked 50,384 work weeks, the Gross Settlement Amount
22 provides an average value of \$1,492 per Class Member and \$13.89 per work week, and after
23 deductions, the Net Settlement Amount provides an average recovery of \$861 per Class Member and
24 \$7.94 per work week. The calculations to compensate for the amount due to the Class Members at the
25 time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance
26 of mediation. For the Class, Plaintiffs evaluated that the claim for unpaid wages due to the alleged
27 miscalculation of the regular rate was potentially \$6,861, the maximum potential meal period damages,
28 after deducting meal premiums paid by Defendants, wages were estimated to be \$221,841, the

1 maximum potential rest period damages, after deducting rest period premiums paid by Defendants,
2 were estimated to be \$3,310,842 based upon a 100% violation predicated on a premise restriction
3 theory, the maximum potential damages for off the clock work for Covid testing were estimated to be
4 \$11,610, and the maximum potential damages for failure to provide expense reimbursement for cell-
5 phones was calculated to be \$123,029. In total, the damages for the Class were calculated to have a
6 maximum potential total value of \$3,674,184. In addition, Plaintiffs calculated that the maximum value
7 of the potential waiting time penalties were between \$293,085 and \$1,069,365, depending on the
8 predicate violation, and the maximum value of the potential wage statement penalties were \$879,800.
9 These wage statement and waiting time penalties claims potentially have a much smaller value or no
10 value, even if damages were awarded, to the extent that they are only derivative of the rest break
11 claims.² Consequently, the Gross Settlement Amount represents more than 19% of the value of the
12 potential maximum damages at issue for the Class in this case, assuming these amounts could all be
13 proven in full at trial.³ The above maximum calculations should then be adjusted in consideration for
14 both the risk of class certification and the risk of establishing class-wide liability on all claims. In
15 addition, because a prior class settlement resolved one year of the five years in Plaintiffs' valuation,
16 the above valuations could be overstated by 20% across the board. Given the amount of the Settlement
17
18
19

20 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
21 226, at mediation Plaintiffs recognized that these claims were subject to various defenses asserted by
22 Defendant, including, but not limited to, a good faith dispute defense as to whether any premium wages
23 for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs were
24 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There
25 is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether
26 and when the wages were due."). Additionally, prior to the recent decision in *Naranjo v. Spectrum*,
27 Courts had expressed doubt that violations of the meal and rest period regulations would give rise to
28 claims under sections 203 and 226. As a result, at the time of mediation the viability of Plaintiffs'
claims on these theories was uncertain.

³Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiffs'
Motion for Preliminary Approval of Class Action Settlement.

1 as compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.⁴

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
3 significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious
4 and substantial defenses. Currently, the maximum and average class member allocation are \$2,133.62
5 and \$861.51, respectively. See Nava Decl. ¶14. Given the complexities of this case, the defenses,
6 along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
7 adequate, and should be finally approved.

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

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 23rd day of January, 2023, at San Diego, California.

16
17 /s/ Norman Blumenthal

18 Norman B. Blumenthal

19
20
21 ⁴ See e.g. *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
22 settlement where the settlement amount constituted approximately 25% of the estimated overtime
23 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
24 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
25 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy*
26 *v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement
27 which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman v. W.W. Granger,*
28 *Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval where "the
proposed Total Settlement Amount represents approximately 10% of what class might have been
awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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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)

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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-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

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

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

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

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

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Hilary Cearley and Yekaterina Kucherova (collectively, “Plaintiffs”) and Defendants University Retirement Community at Davis, Inc., and Pacific Retirement Services, Inc. (collectively, “Defendants”). Plaintiffs and Defendants are collectively referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” collectively means: (1) the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Hilary Cearley and Yekaterina Kucherova v. University Retirement Community at Davis, Inc.; Pacific Retirement Services, Inc.; and Does 1 through 50, inclusive*, Case No. CV2021-0531, pending in Superior Court of the State of California, County of Yolo, and (2) the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Hilary Cearley and Yekaterina Kucherova v. University Retirement Community at Davis, Inc.; Pacific Retirement Services, Inc.; and Does 1 through 50, inclusive*, Case No. CV2021-0524 pending in Superior Court of the State of California, County of Yolo.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendants in California who were classified as hourly, non-exempt employees at any time during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and

his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
10. “Class Period” means the period of time from March 26, 2017 through May 1, 2022.
11. “Class Representative Service Payment” means the service payment made to of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of Yolo.
13. “Defendants” means University Retirement Community at Davis, Inc. and Pacific Retirement Services, Inc.
14. “Defendants’ Counsel” means Mark S. Posard and Nicholas A. Deming of Gordon Rees Scully Mansukhani.
15. “Effective Date” means the date by which all of the following have occurred:
 1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I (17) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Final” means the last of the following dates, as applicable:
 1. If no objection to the Settlement is made, the date the Judgment is entered.

2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal or the date when the appeal is dismissed, as applicable.
18. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
19. “Gross Settlement Amount” means Seven Hundred Thousand Dollars (\$700,000) to be paid by Defendants as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
20. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
21. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
22. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
23. “PAGA Period” means the period of time from August 20, 2019 through May 1, 2022.
24. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
25. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
26. “Released Parties” collectively mean: Defendants, their predecessors, successors, parent companies, related entities, subsidiaries, affiliates, investors, management

companies, franchisees, owners, attorneys, vendors, and assigns, and their directors, officers, trustees, employees, agents, insurers, and re-insurers, whether in their individual or official capacities.

- 27. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- 28. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, as approved by the Court.
- 29. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

Plaintiffs’ Class Action

- 30. On March 26, 2021, Plaintiffs filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Yolo. Plaintiffs asserted claims that Defendants:
 - a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - c. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 - d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

Plaintiffs' Representative PAGA Action

31. On March 26, 2021, Plaintiffs also filed a separate Representative PAGA Action Complaint against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (the Private Attorneys General Act ("PAGA")) for violations of 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), and the applicable Industrial Wage Order(s).

Mediation and Settlement

32. On January 26, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal, which was then memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties
33. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
34. As part of this Settlement, the Parties agree to stipulate to consolidate the Class Action Complaint with the Representative Action Complaint

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

III. SETTLEMENT TERMS AND CONDITIONS

35. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is Seven Hundred Thousand Dollars (\$700,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to

this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

36. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs as Participating Class Members, Plaintiffs will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments. Defendants will not oppose a Class Representative Service Payment of no more than \$10,000 for each Plaintiff. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000 each, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments.
- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$233,333.33, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$233,333.33, and \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of Fifteen Thousand Dollars \$15,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$11,250) to the Labor Workforce Development Agency ("LWDA") as the LWDA's share of the

settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$3,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$15,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings and shall be reported on IRS Form 1099.

- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$15,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

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

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, One Third (1/3) of each Participating Class Member’s Settlement Share is in settlement of

wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities’ employees’ and employer’s share of all payroll taxes on the Wage Portion.

- ii. Subject to approval by the Court, Two-Thirds (2/3) of each Participating Class Member’s Settlement Share is in settlement of claims for interest, non-wage damages and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendants have represented that the class consists of an estimated total of 461 Class Members who worked 52,000 workweeks during the Class Period through the date of mediation. Should the number of workweeks in the Class Period increase by more than 10%, Defendants will increase the Gross Settlement Amount by a proportionate additional amount for each additional pay period above 10%.
38. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due

under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

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

The Settlement Administrator shall never be empowered to make payments to Participating Class Members exceeding the total Net Settlement Amount or deviate from the payment formula agreed upon by the Parties.

39. Procedure for Approving Settlement.

a. Consolidation of Action

- i. The Parties will stipulate to consolidate the Class Action Complaint and Representative PAGA Action Complaint for settlement purposes only.

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

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

to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

- c. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 21 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III (42), or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. Defendants' records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- v. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- d. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation

Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Absent a finding of good cause by the Court, a Participating Class Member who does not submit an objection in the manner and by the deadline specified above and in the Class Notice will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. Defendant's records will be presumptively determinative in any dispute over entitlement to payment or over membership in the Class.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator

postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

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

- iv. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Elections Not to Participate in Settlement and objections received by the Settlement Administrator.

- e. **Right of Defendants to Reject Settlement.** If either (i) 5% or more of the Settlement Class, or, (ii) a number of Settlement Class members whose share of the class settlement proceeds is 5% of the Gross Settlement Amount or more opt out of the settlement, Defendants may, at their election, rescind the settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Defendants must exercise this right of rescission, in writing, to Plaintiffs' counsel of record in the Actions within thirty (30) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs.
- f. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant. Class Counsel agrees it will not represent a Non-Participating Class Member in separate litigation against Defendant.
- g. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.

- iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
40. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
41. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision

vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

42. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendants shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within fifteen calendar days (15) days of the Effective Date. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
43. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check, and shall be mailed in an envelope substantially in the form attached hereto as Exhibit A. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

44. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
45. **Release of Claims.**
- a. **Participating Class Members.** Upon the Effective Date and full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the Participating Class Members of all class claims, rights, demands, liabilities, penalties, wages, and causes of action that were pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released Class Claims specifically include claims for (1) Unfair Competition; (2) Unpaid Minimum Wages; (3) Unpaid Overtime; (4) Failure to Provide Meal Periods, (5) Failure to provide Rest Periods; (6) Failure to Reimburse for Business Expenses; (7) Inaccurate Wage Statements; (8) Waiting Time Penalties; and (9) Civil Penalties under PAGA during the Class Period, and includes claims arising under the following Labor Code statutes which are based on the facts and circumstances alleged in the Complaint: 201 – 204; 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), and the applicable Industrial Wage Order(s).
 - b. **Aggrieved Employees.** Upon the Effective Date and the full funding of the Gross Settlement Amount, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.* that were pled or could have been pled based on the factual allegations contained in the Complaint and PAGA letters sent by Plaintiffs which occurred during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
 - c. **Plaintiffs.** Upon the Effective Date and the full funding of the Gross Settlement Amount and Plaintiffs' separate payments for settlement of Plaintiffs' other claims unrelated to the class claims, Plaintiffs generally, release and discharge the Released Parties from any and all claims,

transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of Plaintiffs’ Released Claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits, and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiffs’ Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Plaintiffs’ Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs’ Released Claims, Plaintiffs expressly waive and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- e. **Plaintiffs’ Other Claims.** Plaintiffs represent that they have additional individual claims against Defendants. Plaintiffs are separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiffs will also separately be paid for resolution of their individual claims as set forth in their separate confidential individual settlement agreements. These individual settlements to be paid to Plaintiffs are in addition to the Gross Settlement Amount and will be memorialized in

confidential individual settlement agreements that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

- f. **Class Counsel.** As of the date the Defendants fully fund the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
46. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
47. **Limitation on Public Statements About Settlement.** The Parties and their attorneys will keep the settlement confidential through Preliminary Approval. Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. Neither Plaintiff nor Defendant will issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Class Counsel will not communicate with other wage-hour plaintiffs' counsel about this Settlement, nor utilize it in any way in their marketing or advertising materials or website until after final approval is granted by the Court, except this provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a static website as set forth in the Class Notice. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

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

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate. Defendants agree to certification of this class solely for purposes of this settlement. It is not an admission that class certification is proper. It also is not an admission that Defendants are joint employers. Should any part of this settlement not be approved or be terminated, the settlement class (if certified) will be decertified and the conditional agreement to class certification will be inadmissible and have no effect on any future actions related to this litigation.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding

except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 49. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 50. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
- 51. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
- 52. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 53. **Modification of Agreement.** Except as set forth in section 50 hereinabove, this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

54. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
55. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
56. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
57. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
58. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty (30) days after the Defendants fully fund the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
59. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
60. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Mark S. Posard
Nicholas A. Deming
Gordon Rees Scully Mansukhani
275 Battery Street, Suite 2000
San Francisco, CA 94111
Tel.: (415) 986-5900
Fax: (415) 986-8054
Email: ndeming@grsm.com
mposard@grsm.com

61. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
62. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with Tripper Ortman on January 26, 2022, until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
63. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jun 3, 2022

Hilary Cearley

Hilary Cearley (Jun 3, 2022 14:30 PDT)

Plaintiff Hilary Cearley

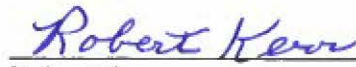
Dated: Jun 3, 2022

Yekaterina D Kucherova

Yekaterina D Kucherova (Jun 3, 2022 13:57 PDT)

Plaintiff Yekaterina Kucherova

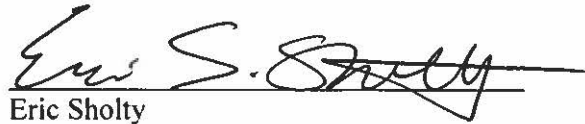
Dated: 06/21/2022



Robert Kerr

For Defendant University Retirement Community at Davis, Inc.

Dated: 6/21/22



Eric Sholty

For Defendant Pacific Retirement Services, Inc.

Dated: _____

Norman Blumenthal

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: June 27, 2022



Mark. S. Posard, Nicholas A. Deming

Gordon Rees Scully Mansukhani

Attorney for Defendants

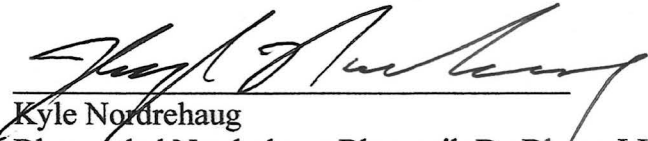
Dated: _____

Robert Kerr
For Defendant University Retirement Community at Davis, Inc.

Dated: _____

Eric Sholty
For Defendant Pacific Retirement Services, Inc.

Dated: 6/3/22



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Mark. S. Posard
Gordon Rees Scully Mansukhani
Attorney for Defendants

EXHIBIT A

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

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

(Cearley v. University Retirement Community at Davis, Inc., Superior Court of the State of California, County of Yolo, Case No. CV2021-0524 and CV2021-0531)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

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

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-listed action pending in the Superior Court of the State of California, in and for the County of Yolo (the "Court") has been reached between Plaintiffs Hilary Cearley and Yekaterina Kucherova ("Plaintiffs") and Defendants University Retirement Community at Davis, Inc., and Pacific Retirement Services, Inc. ("Defendants") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

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

The “Class Period” is from March 26, 2017 through May 1, 2022.

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

2. What is this class action lawsuit about?

On March 26, 2021, Plaintiffs filed a Class Action Complaint in the Superior Court of the State of California, County of Yolo on behalf of the Class asserting the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, and failure to pay wages when due. On March 26, 2021, Plaintiffs also filed a separate Representative PAGA Action Complaint against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. (the Private Attorneys General Act (“PAGA”) for violations of 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), and the applicable Industrial Wage Order(s). As part of this Settlement, the Parties agree to stipulate to consolidate the Class Action Complaint with the Representative Action Complaint. These consolidated lawsuits are referred to as the “Action”.

Defendants deny and dispute all such claims. Specifically, Defendants contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of documentation and information. Furthermore, the Parties have engaged in arms-length private mediation before a well-respected independent mediator. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement based upon settlement terms recommended by the private mediator. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendants continue to deny all allegations and claims.

The Parties have entered into a Class Action Settlement Agreement (“Settlement”). The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class

Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Seven Hundred Thousand Dollars (\$700,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be paid separately by Defendants.

Within fifteen calendar days (15) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” means the date the Judgment is entered, or if there are objections or appeals, the date the Judgment is no longer subject to appeal. Fifteen calendar days (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$233,333 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each to the two Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$15,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$11,250 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The

remaining \$2,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (August 20, 2019 through May 1, 2022). “Aggrieved Employees” mean all individuals who are or previously were employed by Defendants in California who were classified as hourly, non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion called the “Net Settlement Amount” shall be distributed to Class Members as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. Settlement Administrator will pay a *pro rata* Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

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

Tax Matters. One-third (1/3%) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Thirds of each Participating Class Member’s Settlement Share is in settlement of claims for interest, non-wage damages and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. Who and What Do I Release Under the Settlement?

Released Parties. The “Released Parties” collectively mean: Defendants, their predecessors, successors, parent companies, related entities, subsidiaries, affiliates, investors, management companies, franchisees, owners, attorneys, vendors, and assigns, and their directors, officers,

trustees, employees, agents, insurers, and re-insurers, whether in their individual or official capacities.

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, Defendants and the Released Parties shall receive a release from the Participating Class Members of all class claims, rights, demands, liabilities, penalties, wages, and causes of action that were pled or could have been pled based on the factual allegations contained in the operative complaint which occurred during the Class Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period ("Released Class Claims"). The Released Class Claims specifically include claims for (1) Unfair Competition; (2) Unpaid Minimum Wages; (3) Unpaid Overtime; (4) Failure to Provide Meal Periods, (5) Failure to provide Rest Periods; (6) Failure to Reimburse for Business Expenses; (7) Inaccurate Wage Statements; (8) Waiting Time Penalties; and (9) Civil Penalties under PAGA during the Class Period, and includes claims arising under the following Labor Code statutes which are based on the facts and circumstances alleged in the Complaint: 201 – 204; 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), and the applicable Industrial Wage Order(s).

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

Released PAGA Claims. Upon the Effective Date and the full funding of the Gross Settlement Amount, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.* that were pled or could have been pled based on the factual allegations contained in the Complaint and PAGA letters sent by Plaintiffs which occurred during the PAGA Period as to the Aggrieved Employees ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$_____>>. Defendants' records reflect that you have <<_____>> weeks worked during the Class Period (March 26, 2017 through May 1, 2022).

Based on this information, your estimated Settlement Share is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice]. All workweek disputes will be resolved and decided by the Settlement Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

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

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice]. The request to opt-out must be postmarked or received by the Settlement Administrator by this deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Cearley v. University Retirement Community at Davis* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member or his or her lawful representative. Please include the name and number of the case, which is *Cearley v. University Retirement Community at Davis*, Case No. CV2021-0524. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing and must state the Class Member's name, current address, the approximate dates of employment in California by Defendants, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Cearley v. University*

Retirement Community at Davis, in the Superior Court of the State of California, County of Yolo, Case No. CV2021-0524.

All written objections must be mailed to the Settlement Administrator at _____ no later than _____ [forty-five (45) days after the date of the Notice]. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through their own counsel.

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection or to otherwise participate in the Final Approval Hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.yolo.courts.ca.gov/online-services/zoom-remote-appearances>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

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

The Court will hold a Final Approval Hearing at _____ on _____, in Department 10 of the Superior Court of California, County of Yolo, 1000 Main St., Woodland, CA 95695, before Judge Samuel T. McAdam. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at _____ or write to *Cearley v. University Retirement Community at Davis* Settlement Administrator, c/o _____; or contact the Class Counsel in this matter.

The contact information for Parties' counsel are as follows:

Class Counsel:

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Norman Blumenthal

Kyle Nordrehaug

2255 Calle Clara

La Jolla, CA 92037

Tel: 858-551-1223 / Fax: 858-551-1232

Email: kyle@bamlawca.com

Counsel for Defendants:

Gordon Rees Scully Mansukhani

Mark S. Posard

Nicholas A. Deming

275 Battery Street, Suite 2000

San Francisco, CA 94111

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval, or other Settlement documents from Class Counsel's website at www.bamlawca.com under "Class Notices" for *Cearley v. University Retirement Community at Davis* where these documents will be posted. You may also get more details by examining the Court's file via the website for the California Superior Court for the County of Yolo (<https://portal-cayolo.tylertech.cloud/Portal/>) and entering the Case No. CV2021-0524.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check where the funds may be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT “B”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

HILARY CEARLEY and YEKATERINA
KUCHEROVA, et al.,

Plaintiff,

vs.

UNIVERSITY RETIREMENT
COMMUNITY AT DAVIS, INC., a
Corporation; PACIFIC RETIREMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **CV2021-0524**
(Consolidated with Case No. CV2021-0531)

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Samuel T. McAdam
Dept. 10

Action Filed: March 26, 2021
Trial Date: Not Set

This matter, having come before the Honorable Samuel T. McAdam of the Superior Court of the State of California, in and for the County of Yolo, on _____[DATE], for the motion by Plaintiffs Hilary Cearley and Yekaterina Kucherova (“Plaintiffs”) for preliminary approval of the class settlement with Defendants University Retirement Community at Davis, Inc., and Pacific Retirement Services, Inc. (collectively, “Defendants”). The Court, having considered the briefing,

PRELIMINARY APPROVAL ORDER

1 the declaration, and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court preliminarily approves the Class Action Settlement Agreement
5 ("Agreement") attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
6 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based on the
7 Court's determination that the Settlement set forth in the Agreement is within the range of possible
8 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
9 and California Rules of Court, rule 3.769.

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

12 3. The Gross Settlement Amount is Seven Hundred Thousand Dollars (\$700,000). It
13 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
14 and reasonable as to all potential Class Members when balanced against the probable outcome of
15 further litigation and the significant risks relating to certification, liability and damages issues. It
16 further appears that investigation and research have been conducted such that counsel for the
17 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
18 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
19 the delay and risks that would be presented by the further prosecution of the Action. It further
20 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
21 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,
22 and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues.

24 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
25 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
26 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
27 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount

1 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
2 evidence supporting these requests, including lodestar, prior to final approval.

3 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
4 certification of a class for settlement purposes only. This stipulation will not be deemed
5 admissible in this or any other proceeding should this Settlement not become final. For settlement
6 purposes only, the Court conditionally certifies the following Class: “all individuals who are or
7 previously were employed by Defendants in California who were classified as hourly, non-exempt
8 employees at any time during the Class Period.” The Class Period is the period of time from
9 March 26, 2017 through May 1, 2022.

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

20 7. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
21 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
22 Nicholas J. De Blouw, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw
23 LLP as Class Counsel for the Class.

24 8. The Court hereby approves, as to form and content, the Notice of Proposed
25 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
26 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
27 accurately inform the Class of all material elements of the proposed Settlement, of the Class
28

1 Members' right to be excluded from the Class by submitting a written opt-out request, and of each
2 member's right and opportunity to object to the Settlement. The Court further finds that the
3 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
4 and this Order meets the requirements of due process, is the best notice practicable under the
5 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
6 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
7 the Agreement.

8 9. The Court hereby appoints ILYM Group as Settlement Administrator. No later
9 than 21 after the Court enters this Order, Defendant will provide to the Settlement Administrator
10 only an electronic database containing each Class Member's Class Data. The Settlement
11 Administrator will perform address updates using the National Change of Address ("NCOA")
12 database prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible,
13 and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will
14 mail the Class Notice Packets to all Class Members via first-class U.S. Mail.

15 10. The Court hereby approves the procedures for Class Members to participate in, opt
16 out of, or object to the Settlement as set forth in the Settlement Agreement and the Class
17 Notice. Any Class Member may individually choose to opt out of and be excluded from the Class
18 as provided in the Class Notice by following the instructions for requesting exclusion from the
19 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked to the
20 Settlement Administrator by no later than forty-five (45) calendar days after the date of the
21 mailing of the Class Notice, which deadline shall be printed in the Class Notice. Any such person
22 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
23 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
24 comment thereon. Class Members who have not requested exclusion shall be bound by all
25 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
26 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
27 of individuals is not permitted and will be deemed invalid.

1 11. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement, and may present
3 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
4 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
5 days from the date of the mailing of the Class Notices to postmark their written objections to the
6 Settlement Administrator with copies to counsel for both Parties in accordance with the
7 instructions in the Class Notice. Alternatively, Class Members may appear at the Final Approval
8 Hearing to make an oral objection.

9 12. A Final Approval Hearing shall be held before this Court on _____
10 _____ at _____ in Department 10 of the Yolo County Superior Court to determine
11 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
12 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
13 and should be finally approved by the Court; whether the Final Approval Order and Judgment
14 should be entered herein; whether the plan of allocation contained in the Agreement should be
15 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
16 fees and costs, the service awards, and the expenses of the Settlement Administrator. All papers in
17 support of the motion for final approval and the motion for attorneys' fees, costs and service
18 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
19 before the hearing and both motions shall to be heard at the Final Approval Hearing.

20 13. Neither the Settlement nor any exhibit, document, or instrument delivered
21 thereunder shall be construed as a concession or admission by Defendants in any way that the
22 claims asserted have any merit or that this Action was properly brought as a class or representative
23 action, and shall not be used as evidence of, or used against Defendants as, an admission or
24 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
25 omission by Defendants or with respect to the truth of any allegation asserted by any person.
26 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
27 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
28

1 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
2 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
3 evidence of a presumption, concession, indication or admission by Defendants of any liability,
4 fault, wrongdoing, omission, concession or damage.

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

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

19 16. The Action is stayed and all trial and related pre-trial dates are vacated, with the
20 exception of the settlement approval process and subject to further orders of the Court at the Final
21 Approval Hearing.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. SAMUEL T. MCADAM
27 JUDGE, SUPERIOR COURT OF CALIFORNIA,
28 COUNTY OF YOLO

PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO

HILARY CEARLEY and YEKATERINA
KUCHEROVA, et al.,

Plaintiff,

vs.

UNIVERSITY RETIREMENT
COMMUNITY AT DAVIS, INC., a
Corporation; PACIFIC RETIREMENT
SERVICES, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CV-2019-1797

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Samuel T. McAdam
Dept.: 10

Action Filed: March 26, 2021
Trial date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Hilary Cearley and Yekaterina Kucherova (“Plaintiffs”) for an
2 order finally approving the Class Action Settlement Agreement (“Agreement”) with Defendants
3 University Retirement Community at Davis, Inc., and Pacific Retirement Services, Inc.
4 (collectively, “Defendants”), attorneys’ fees and costs, service payments, and the fees and
5 expenses of the Settlement Administrator duly came on for hearing on _____ before
6 the Honorable Samuel T. McAdam.

7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Yolo, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Thousand
17 Dollars (\$700,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Tripper Ortman, Esq., a respected and experienced
26 mediator of wage and hour class actions based on a mediator's proposal. There has been no
27 collusion between the parties in reaching the proposed settlement.

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

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

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

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

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

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

16 **Attorneys' Fees and Costs**

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$10,000 to each Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is reasonable
26 in light of the risks and burdens undertaken by the Plaintiff in this litigation, for their time and
27
28

1 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
2 general release.

3 **Settlement Administration Expenses**

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

11 **PAGA Payment**

12 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
13 Amount of \$15,000, which shall be allocated 75% (\$11,250) to the Labor Workforce
14 Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid
15 under this Agreement pursuant to the PAGA and 25% (\$3,750) will be distributed to the
16 Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
17 The Aggrieved Employees mean all individuals who are or previously were employed by
18 Defendants in California who were classified as hourly, non-exempt employees at any time during
19 the PAGA Period (August 20, 2019 through May 1, 2022). All Aggrieved Employees will be sent
20 their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims
21 as set forth below, whether or not they opt out of the Settlement. The Court finds this PAGA
22 Payment to be fair and reasonable.

23 **II.**

24 **ORDERS**

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

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

1 All individuals who are or previously were employed by Defendants in California
2 who were classified as hourly, non-exempt employees at any time during the Class
Period.

3 The Class Period is March 26, 2017 through May 1, 2022.

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

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

9 4. Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De
10 Blouw, and Jeffrey S. Herman of Blumenthal Nordrehaug Bhowmik De Blouw LLP are confirmed
11 as Class Counsel. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
12 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

14 5. Plaintiffs are confirmed as the representatives of the Class. The payment of the
15 Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is
16 approved.

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

19 7. The PAGA Payment of \$15,000 is approved and shall be allocated in accordance
20 with the Agreement.

21 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
28

1 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
2 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
3 these restrictions, Defendants may file in the Action or in any other proceeding this Final
4 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
5 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
6 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
7 Claims.

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

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

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

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

23 2. The Parties are authorized, with approval from the Court, to agree to and to adopt
24 such amendments, modifications and expansions of the Agreement and all exhibits attached
25 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
26 rights of the Parties or Class Members under the Agreement.

1 3. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 4. The "Released Parties" collectively mean: Defendants, their predecessors,
4 successors, parent companies, related entities, subsidiaries, affiliates, investors, management
5 companies, franchisees, owners, attorneys, vendors, and assigns, and their directors, officers,
6 trustees, employees, agents, insurers, and re-insurers, whether in their individual or official
7 capacities.

8 5. Upon the Effective Date and full funding of the Gross Settlement Amount,
9 Defendants and the Released Parties shall receive a release from the Participating Class Members
10 of all class claims, rights, demands, liabilities, penalties, wages, and causes of action that were
11 pled or could have been pled based on the factual allegations contained in the operative complaint
12 which occurred during the Class Period and expressly excluding all other claims, including claims
13 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
14 workers' compensation, and class claims outside of the Class Period ("Released Class Claims").
15 The Released Class Claims specifically include claims for (1) Unfair Competition; (2) Unpaid
16 Minimum Wages; (3) Unpaid Overtime; (4) Failure to Provide Meal Periods, (5) Failure to
17 provide Rest Periods; (6) Failure to Reimburse for Business Expenses; (7) Inaccurate Wage
18 Statements; (8) Waiting Time Penalties; and (9) Civil Penalties under PAGA during the Class
19 Period, and includes claims arising under the following Labor Code statutes which are based on
20 the facts and circumstances alleged in the Complaint: 201 – 204; 210, 226(a), 226.7, 351, 510,
21 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
22 Section 11040 Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s).

23 6. Upon the Effective Date and the full funding of the Gross Settlement Amount,
24 Defendants shall receive a release from the State of California of all PAGA claims for civil
25 penalties under California Labor Code Sections 2698 *et. seq.* that were pled or could have been
26 pled based on the factual allegations contained in the Complaint and PAGA letters sent by
27 Plaintiffs which occurred during the PAGA Period as to the Aggrieved Employees ("Released
28

1 PAGA Claims”). The release of the Released PAGA Claims shall be effective as regardless of
2 whether an Aggrieved Employee submitted a request for an exclusion from the Class. The
3 Released PAGA Claims expressly exclude all other claims, including claims for vested benefits,
4 wrongful termination, unemployment insurance, disability, social security, workers’
5 compensation, and PAGA claims outside of the PAGA Period.

6 7. Upon the Effective Date and the full funding of the Gross Settlement Amount,
7 Plaintiffs generally release and discharge the Released Parties from all of the Plaintiffs’ Released
8 Claims as set forth fully in the Agreement.

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

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

15
16 Dated: _____

17
18 _____
19 HON. SAMUEL T. MCADAM
20 JUDGE, SUPERIOR COURT OF CALIFORNIA
21 COUNTY OF YOLO
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