

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

DESHAWN CARTER, on behalf of the
State of California, as private attorney
general,

Plaintiff,

vs.

AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC, a California Limited
Liability Company; MEBE LOS
ANGELES, LLC, a California Limited
Liability Company; MEBE SAN
FRANCISCO BAY, LLC, a California
Limited Liability Company; and DOES 1
through 50, Inclusive,

Defendants.

Case No.: **37-2021-00011213-CU-OE-CTL**

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

Hearing Date: October 28, 2022
Hearing Time: 9:00 a.m.
[Hearing set by Order dated 9/14/22]

Judge: Hon. Joel R. Wohlfeil
Dept.: 73

Action Filed: March 12, 2021

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed Settlement Agreement
9 (“Settlement Agreement”) with Defendants Autism Outreach Southern California LLC,
10 LLC, Mebe Los Angeles, LLC, and Mebe San Francisco Bay, LLC (“Defendants”) is
11 attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted
12 herewith.

13 3. Plaintiff and Defendants agreed to mediate with Louis Marlin. Prior to the
14 mediation, the Parties conducted significant investigation and discovery of the facts and law.
15 Defendants produced hundreds of documents relating to their policies, practices, and
16 procedures regarding paying non-exempt employees for all hours worked, overtime, meal
17 and rest period policies, payroll and operations policies, and more. Plaintiff was provided
18 with sufficient records and data to determine the number of Aggrieved Employees and the
19 number of pay periods in the PAGA Period. The Parties agree that the above-described
20 investigation and evaluation, as well as the information exchanged during the settlement
21 negotiations, are more than sufficient to assess the merits of the Parties’ positions and to
22 compromise the issues on a fair and equitable basis. Plaintiff’s theory of PAGA liability as
23 argued at mediation alleged that Defendants routinely failed to provide compliant meal and
24 rest breaks to the Aggrieved Employees. For example, Plaintiff alleged that the Aggrieved
25 Employees would clock out and continue to work during meal periods. Also, Plaintiff
26 alleged that Aggrieved Employees were not afforded an actual rest period due to the high
27 work volume. Plaintiff alleges that this resulted in not only meal and rest break violations but

1 also in unpaid minimum and overtime wages. Moreover, Plaintiff's expert confirmed that
2 not a single meal or rest period premium payment was paid to Plaintiff or any of the other
3 alleged Aggrieved Employees during the PAGA Period. Additionally, Plaintiff alleged that
4 Defendants provided inaccurate wage statements which did not identify the correct name of
5 the employer and did not identify the correct number of total hours worked. Plaintiff also
6 alleged that Defendants required the Aggrieved Employees to use their personal cell phones
7 for work-related issues (eg. to receive shift instructions or job site information) without being
8 reimbursed for such costs. On April 21, 2022, the Parties engaged in an all-day mediation
9 session before Mediator Marlin, a respected and experienced mediator knowledgeable of
10 both the wage and hour laws and representative claims at issue in this action. Through arms-
11 length negotiations with the assistance of the mediator, the Parties reached an agreement to
12 settle the PAGA claims in this action which led to the signing of a Memorandum of
13 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all
14 known facts and circumstances and the uncertainty associated with litigation – including the
15 risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
16 Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the
17 significant delay and potential appellate issues inherent to litigation – and was reached after
18 extensive arm's length negotiations, with the assistance of Mediator Marlin.

19 4. The claim before this court is the representative claim under PAGA on behalf
20 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
21 to settle this PAGA claim in its entirety after investigation and an arm's length mediation
22 session. The PAGA settlement is subject to Court approval consistent with Labor Code

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

1 §2699(1)(2). (Settlement Agreement at §III ¶22(a)) . The Settlement Agreement negotiated
2 by the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
3 \$405,000 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA
4 Settlement”). From this PAGA Settlement of \$405,000, there is a deduction of attorneys’
5 fees in the amount of \$135,000 (which is one-third of the PAGA Settlement), reimbursement
6 of incurred costs in an amount not to exceed \$12,000, and Settlement Administration Costs
7 not to exceed \$12,000. (Settlement Agreement at §III ¶22 (b)-(c)).² After these deductions,
8 the amount remaining is the “PAGA Payment”, which is estimated to be no less than
9 \$246,000. Of the PAGA Payment amount, seventy-five percent (75%) will be paid to the
10 LWDA and the remaining twenty-five percent (25%) will be paid to the Aggrieved
11 Employees (Settlement Agreement at III ¶22(a)(1).) “Aggrieved Employees” means all
12 individuals who were employed by any Defendant in California and classified as non-exempt
13 employees during the PAGA Period. The PAGA Period is the time period January 6, 2020 to August
14 1, 2022. (Settlement Agreement at §I ¶¶2, 10). The Individual PAGA Payment for each
15 Aggrieved Employee shall be based on the number of pay periods each Aggrieved Employee
16 worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay
17 periods worked by all Aggrieved Employees during the PAGA Period. (*Id.*) The PAGA
18 Period is the time period from January 6, 2020 to August 1, 2022. (Settlement Agreement at
19 I ¶10). For mediation, Defendants represented that there are approximately 750 Aggrieved
20 Employees who collectively worked approximately 12,000 pay periods during the PAGA
21 Period. (Settlement Agreement at § III ¶21). The Defendants then provided a declaration as
22 required by the Agreement which provides that the final figures are 875 Aggrieved
23 Employees who worked 13,770 pay periods. Upon entry of final judgment, the Released
24

25 ² In the event the Court approves less than One-Third of the Gross PAGA Settlement Amount in
26 Attorneys’ Fees or less than \$12,000 in Attorneys’ Expenses to PAGA Counsel, the unawarded
27 difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendants.
28 (Settlement Agreement at §III ¶22(b)). In the event the Court approves less than \$12,000 to
administer the settlement or if the actual cost to administer the settlement is less than \$12,000, the
difference will be added to the PAGA Payment. (*Id.* at ¶22(c)).

1 Parties shall be entitled to a release from the State of California and the Aggrieved
2 Employees only for any “Released PAGA Claims”, which means all PAGA claims for civil
3 penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor
4 Code violations that are asserted in the LWDA Notice and operative complaint (or PAGA
5 Claims that could have been asserted based on the facts alleged in the operative LWDA
6 Notice and operative complaint) which are for civil penalties pursuant to Labor Code section
7 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7,
8 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare
9 Commission Wage Orders during the PAGA Period (the “Released PAGA
10 Claims”)(Settlement Agreement at §III ¶23 (a)). The Released PAGA Claims does not
11 include underlying Labor Code claims, claims for wrongful termination, discrimination,
12 unemployment insurance, disability, and workers’ compensation, and claims outside of the
13 PAGA Period. (*Id.*) The Released PAGA Claims do not include any claims that cannot be
14 released as a matter of law. (*Id.*) The Settlement Agreement expressly confirms that “**In no**
15 **event shall the release of the Released PAGA Claims in this Settlement Agreement**
16 **release any individual claims of any individuals.**” (*Id.*)

17 5. Attorneys’ fees equal to one-third of the Gross PAGA Settlement amount
18 (\$135,000.00) and litigation expenses in an amount not to exceed \$12,000.00 will also be
19 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
20 2699(g)(1), as set forth in the Settlement Agreement.³ Lastly, payment to the Settlement
21 Administrator in an amount not to exceed \$12,000 to perform the administrative duties to
22 distribute the settlement money shall also be paid.

23 6. As experienced counsel, we believe that the PAGA Settlement is fair and
24 reasonable and therefore should be approved in light of Defendant's potential defenses to the
25 violations at issue, the risks and costs of continued litigation. The Labor and Workforce
26

27 ³ As set forth below in paragraph 9, PAGA Counsel incurred costs in the current amount of
28 \$10,738.66, which is less than the cost allocation₅ in the Settlement Agreement.

1 Development Agency has released data on PAGA settlement amounts. After removing the
2 outliers at the low and high end, the average, total settlement amount of PAGA claims is
3 approximately \$10,000. Here, the Gross PAGA Settlement Amount of \$405,000 is
4 significantly more than other PAGA settlements and constitutes approximately \$34 per pay
5 period. This PAGA Settlement amount compares favorably to the estimated amount of
6 PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
7 amount of statutory PAGA civil penalties was potentially \$1,200,000 based on 12,000 pay
8 periods applicable to the Aggrieved Employees during the PAGA Period.⁴ Importantly,
9 however, these calculations were performed at the maximum statutory rate for the penalties,
10 when in fact, it is likely that any penalties awarded would be at a lower rate. California
11 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum
12 civil penalty if based on the facts and circumstances to do otherwise would result in an award
13 that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,
14 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only
15 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties
16 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed
17 on the PAGA claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is
18 used, the potential recovery of civil penalties would be only \$60,000, which is far less than
19 what this settlement provides.

20 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
21 violation for each period the employee worked in relation to meal or rest period violations,
22 failure to pay minimum or overtime wages, failure to provide accurate itemized wage
23 statements, failure to pay wages when due and failure to reimburse employees for required
24 expenses. Defendants maintain that Plaintiff and the Aggrieved Employees were properly

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of \$1,200,000 is the civil penalty amount without stacking. If stacking is permitted,
27 then the valuation increases with each additional penalty added to each pay period. Plaintiff,
28 however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 compensated, and that they did not violate the Labor Code. Accordingly, Defendants dispute
2 and deny Plaintiff's allegations and claims asserted in the complaint which are resolved by
3 the Settlement Agreement. Defendants asserted additional defenses to the PAGA claim, not
4 only as to liability but also as to the amount of the penalties. Defendants could argue that no
5 penalties prior to the PAGA notification should be awarded because the violations were not
6 intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
7 claims and the potential that some or all of the PAGA penalties sought may not be awarded.
8 Given Defendants' potential defenses to the violations at issue, the risks and costs of
9 continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and
10 reasonable. Defendants have similarly concluded that it is desirable that the action is settled
11 in the manner and upon the terms and conditions set forth in the Settlement Agreement in
12 order to avoid further expense, inconvenience and distraction of further legal proceedings, as
13 well as the uncertainty of litigation. Defendants have determined that it is desirable and
14 beneficial to put to rest the claims in this action and Defendants agree that the PAGA
15 Settlement is fair, reasonable, and adequate. PAGA Counsel have significant experience
16 litigating wage and hour claims including claims for PAGA penalties, and the PAGA
17 Settlement here is similar to or greater than similar settlements that courts have approved.
18 The PAGA Settlement, along with the other terms of the proposed settlement, were
19 negotiated by experienced counsel at arm's length with the assistance of a private mediator,
20 Louis Marlin. As set forth in the accompanying proof of service, the LWDA has been
21 provided notice of this motion and the PAGA settlement. The decision of the LWDA to
22 accept the PAGA Settlement and not oppose the motion should be given considerable
23 weight. This is not a situation where the Court needs to be concerned about the rights of
24 absent employees as in a class settlement, as this PAGA-only settlement does not release the
25 individual claims of absent employees, and the LWDA is a sophisticated government entity
26 that is more than able to look out for its own rights.

1 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
2 the amount of \$135,000 representing one-third of the \$405,000 Gross PAGA Settlement
3 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
4 Settlement Agreement is supported by several factors. First, the requested fees are justified
5 by the result achieved. PAGA Counsel negotiated a recovery of \$405,000, and this result
6 justifies the requested fees equal to one third of this recovery. This percentage is within the
7 standard contingent recovery percentage of one-third, and this percentage is what was
8 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
9 504, (2016). Second, the fee award is justified by the work performed and contributions to
10 the case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
11 \$104,450.25 with a reasonable multiplier of less than 1.3, with significant additional work to
12 be performed such that the multiplier will ultimately be less than 1.1. Third, the
13 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
14 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment,
15 the quality of work, and the novelty and difficulty of the issues involved. As detailed in the
16 accompanying billing statements, true and correct copies of which are attached hereto as
17 Exhibits #2 and 3, the current lodestar for my firm in this matter as of October 4, 2022 is
18 \$104,450.25 for more than 171 hours of work prosecuting the claims being resolved by this
19 Settlement.⁵ This time does not include time incurred after the billing was finalized and the
20 time spent managing the completion of the settlement, which I estimate will add \$20,000 to
21 \$30,000 in additional lodestar.

22 9. The award of litigation expenses is based upon the actual expenses incurred by
23 Plaintiff and PAGA Counsel, which currently are \$10,738.66. Under the Settlement
24 Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of
25 _____

26 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
27 so Exhibit #2 consists of the first billing statements from Tussman which covers work from
28 inception to June 2022, and Exhibit #3 consists of the second billing statement from Clio
which covers work from June 2022 to the present.

1 \$10,738.66, which is less than the \$12,000 allocation for costs in the Settlement Agreement,
2 so the difference of \$1,261.34 will be added to the PAGA Payment amount. The litigation
3 expenses incurred by my firm in the amount of \$10,738.66 were all reasonably necessary to
4 the litigation, and are detailed in Exhibits #2 and 3 attached hereto.

5
6 Experience and Qualifications

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

14 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
15 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
16 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
18 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
19 substantive rights of the State of California under the California Private Attorney General
20 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
21 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
22 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
23 appellate work on the subject of class actions in the California Court of Appeals resulting in
24 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
25 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
26 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
27 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In

1 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
2 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
3 Labor & Employment Attorney 2016.

4 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
5 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
6 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
7 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
8 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
9 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
10 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
11 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
12 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
13 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
14 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
15 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
16 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
17 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
18 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
19 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
20 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
21 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
22 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
23 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
24 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
25 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
26 2020-00542441); and (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
27 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
28

1 00024056). Based upon our significant experience litigating claims for PAGA penalties, the
2 opinion of experience counsel is that this is an excellent settlement and the PAGA Payment
3 here is greater on a per pay period basis than similar settlements that my firm has previously
4 negotiated and which courts have approved.

5 (c) Then Chief Judge Irma Gonzales in a consolidated class action
6 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
7 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
8 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
9 Examples of other contested actions where class certification was granted Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
11 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
12 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
13 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
14 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
15 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
16 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
17 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
18 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
19 examples of heavily contested State Court wage and hour class actions where class
20 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
21 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
22 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
23 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
24 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
25 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v.*
26 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
27 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.

1 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
2 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
3 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
4 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
5 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
6 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

26 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
27 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
28

1 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
2 prevailing rates of attorneys in the local legal community for similar work and, if this were a
3 commercial matter, these are the charges that would be made and presented to the client.
4 These hourly rates have been approved by Court's throughout California, including the
5 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
6 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
7 line with those prevailing in the [relevant] community'—the Central District of California".
8 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
9 comparing such rates with the rates of comparable counsel practicing complex and class
10 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
11 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
12 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
13 average associate billing rate" are reasonable rates when compared within 21 other firms
14 practicing in the Southern District of California.) This survey is useful to show that Class
15 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
16 these types of class claims, such as Mayer Brown noted above who is defense counsel in
17 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
18 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
19 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
20 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
21 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
22 the rates charged by my firm for comparable work are less than these examples, and are
23 therefore undoubtedly reasonable. \

24
25 12. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
26 #5. In addition, the LWDA is being served with this motion which includes the Settlement
27 Agreement, as verified in the proof of service attached hereto as Exhibit #7.

13. Settlement Administration – ILYM Group was selected as the Settlement Administrator based upon their estimate. A true and correct copy of the estimate from ILYM is attached hereto as Exhibit #6, and the estimate provides for Settlement Administration Costs in the amount of \$9,460 for 900 aggrieved employees. This estimate is less than not to exceed amount of \$12,000, so any difference from the Settlement Administration Costs will be added to the PAGA Payment. I have used ILYM successfully as the administrator in more than twenty settlements in the last couple years and know them to be competent and experienced.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 6th day of October, 2022, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff DeShawn Carter (“Plaintiff”) acting in his private attorney general capacity, and Defendants Autism Outreach Southern California LLC dba Mebe San Diego, LLC, Mebe Los Angeles, LLC, Mebe San Francisco Bay, LLC (hereinafter collectively referred to as “Defendant”).

I. DEFINITIONS

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

1. “Action” means the action entitled *DeShawn Carter v. Autism Outreach Southern California LLC, Mebe Los Angeles, LLC, Mebe San Francisco Bay, LLC*, pending in the Superior Court of California, County of San Diego, Case No. 37-2021-00011213-CU-OE-CTL.

2. “Aggrieved Employees” means all individuals who were employed by any Defendant in California and classified as non-exempt employees during the PAGA Period.

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

4. “Court” means the Superior Court of California, County of San Diego.

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

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

7. “Gross PAGA Settlement Amount” means the total sum of \$405,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant.

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

9. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, and Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699

with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

10. “PAGA Period” means the time period from January 6, 2020 to August 1, 2022.

11. “Parties” means Plaintiff DeShawn Carter and Defendants Autism Outreach Southern California LLC dba Mebe San Diego, LLC, Mebe Los Angeles, LLC, Mebe San Francisco Bay, LLC.

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

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

14. “Settlement Administrator” means ILYM Group.

II. RECITALS

15. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on September 24, 2020 on behalf of Plaintiff DeShawn Carter, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on November 29, 2020.

16. On March 12, 2021, Plaintiff Carter filed a Representative Action Complaint against Defendants Autism Outreach Southern California LLC, Mebe Los Angeles, LLC, and Mebe San Francisco Bay, LLC alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court of the State of California, County of San Diego (Case No. 37-2021-00011213-CU-OE-CTL).

17. On April 21, 2022, the Parties engaged in a mediation session before mediator Louis Marlin. The mediation session was not successful. However, through continued arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

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

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

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

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

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

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

20. Timing. Provided the Effective Date of this settlement has passed and all other conditions have been met, in January of 2023, Defendant shall pay to the Settlement Administrator \$405,000 as the Gross PAGA Settlement Amount. If the Effective Date of this settlement has not passed by January of 2023, within fifteen (15) days after the Effective Date of this settlement, Defendant shall pay to the Settlement Administrator \$405,000 as the Gross PAGA Settlement Amount. Defendant will provide the Aggrieved Employees List to the Settlement Administrator within fifteen (15) days of the approval of the PAGA settlement by the Court. The Effective Date is the date on which the PAGA Settlement is approved through entry of a Court Order and Judgment and either (i) the California Court of Appeal or California

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

21. **PAGA Demographics.** For mediation, Defendant represented that there are approximately 750 Aggrieved Employees who collectively worked 12,000 pay periods during the PAGA Period. Defendant's counsel (or other authorized representation for Defendant) will provide a declaration stating the number of Aggrieved Employees and pay periods worked during the PAGA Period upon execution of the final settlement agreement in the matter. The Gross PAGA Settlement Amount will increase proportionally with added workweeks if the number exceeds a 15% increase, by the amount of pay periods over the 15% increase.

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

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

- (1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- (2) The penalty settlement payments set forth in section 22(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. **Attorneys' Fees and Attorneys' Expenses:** One-third of the Gross PAGA Settlement Amount, which is presently \$135,000.00, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$12,000 shall be paid to PAGA Counsel for Attorneys' Expenses and Costs as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request

for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that Court approval is required and a payment of less than one-third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$12,000 in Attorneys' Expenses and Costs to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant, and will not affect approval of the settlement. PAGA Counsel agrees not to appeal any reduction in the award of Attorneys' Fees and/or Attorneys' Expenses and Costs. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

c. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administer the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$12,000. In the event that Court approval of these payments is required and a payment of less than \$12,000 is approved, or if the actual cost to administer the settlement is less than \$12,000, the difference will be added to the PAGA Payment.

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

23. Released PAGA Claims.

a. Upon entry of Judgment, the Effective Date and full funding, the Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees for all "Released PAGA Claims". "Released PAGA Claims" means all PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code violations that are asserted in the LWDA Notice and operative complaint (or PAGA Claims that could have been asserted based on the facts alleged in the operative LWDA Notice and operative complaint) which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders during the PAGA Period. The Released PAGA Claims does not include underlying Labor Code claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. **In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.**

b. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement. If the Court and/or the LWDA requires the Parties to submit the terms of

Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Amount is not disclosed publicly.

24. Covenants and Representations by Plaintiff and PAGA Counsel.

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

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

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

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

27. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

28. After the execution of this Settlement Agreement, Plaintiff shall file the Motion

and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

29. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$12,000. Defendant will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fifteen (15) days of the approval of the PAGA settlement by the Court.

30. Within thirty (30) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the Parties. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the Children's Advocacy Institute: Child Welfare Scholarship and Journalism Awards in the name(s) of the absent Aggrieved Employees, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. Pursuant to California Code of Civil Procedure § 382.2, the Parties and the attorneys signing this Agreement hereby notify the Court that they and their respective firms have no relationship with or connection to the *cy pres* recipient that could create an appearance of impropriety.

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

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

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

V. MISCELLANEOUS PROVISIONS

34. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and

that neither Party shall be considered the “drafter” of this Settlement Agreement for purposes of having terms construed against that Party.

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

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

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

38. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement.

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

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

successors-in-interest.

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

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

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

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

45. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

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

Settlement Agreement valid and enforceable.

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

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

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

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

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

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

53. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this

Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

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

55. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendant, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

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

57. Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private. Plaintiff’s Counsel are prohibited from advertising this settlement at any time. To permit judicial review and approval of the PAGA Payment, as required by California Labor Code section 2699, Plaintiff’s Counsel shall file this Settlement Agreement with the Court and submit it to the LWDA. Upon inquiry, either Plaintiff’s Counsel or Defendants’ counsel may communicate with the Court, the LWDA, the State of California,

and the PAGA Settlement Employees about this Settlement Agreement and the Action. However, Plaintiff may not communicate with the PAGA Settlement Employees about this Settlement Agreement at any time.

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

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

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

PLAINTIFF:

Dated: Oct 6, 2022


DeShawn Carter (Oct 6, 2022 10:44 PDT)
DESHAWN CARTER

DEFENDANTS:

Dated: _____

AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC dba MEBE SAN DIEGO,
LLC

By: _____

Dated: _____

MEBE LOS ANGELES, LLC

By: _____

Dated: _____

MEBE SAN FRANCISCO BAY, LLC

By: _____

and the PAGA Settlement Employees about this Settlement Agreement and the Action. However, Plaintiff may not communicate with the PAGA Settlement Employees about this Settlement Agreement at any time.

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

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

PLAINTIFF:

Dated: _____

DESHAWN CARTER

DEFENDANTS:

Dated: 10 / 04 / 2022

AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC dba MEBE SAN DIEGO,
LLC

By:  _____

Dated: 10 / 04 / 2022

MEBE LOS ANGELES, LLC

By:  _____

Dated: 10 / 04 / 2022

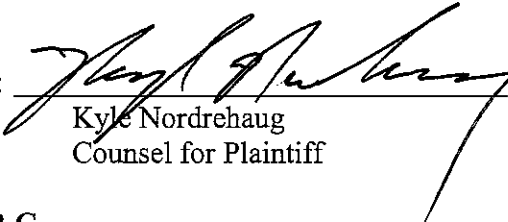
MEBE SAN FRANCISCO BAY, LLC

By:  _____

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 10/4/22

By: 
Kyle Nordrehaug
Counsel for Plaintiff

LAW OFFICE OF ANNIE M. ELLIS, A.P.C.

Dated: 10 / 04 / 2022

By: Annie Ellis
Annie Ellis
Counsel for Defendants

EXHIBIT #2

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

OCTOBER 6, 2022

DESHAWN CARTER

RE: MEBE
FILE NUMBER: CA2207.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/03/20	ND	REVIEW AND ANALYZE INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA. REVIEW AND ANALYZE DEFENDANT'S VARIOUS ENTITIES ON CA SEC. OF STATE WEBSITE.	3.80	695	2,641.00
08/04/20	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABILITY. CALL WITH CLIENT TO DISCUSS FACTS SURROUNDING THE SINGING OF THE ARB AGREEMENT.	3.10	695	2,154.50
08/10/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS FACTS AND LAW. ANALYZE PAY STUBS FOR 226(A) CLAIMS.	4.50	695	3,127.50
08/15/20	ND	DRAFT ORIGINAL COMPLAINT. ANALYZE FACTS AND LAW.	4.50	695	3,127.50
08/19/20	ND	REVIEW AND ANALYZE EMAILS FROM CLIENT REGARDING AUDIT OF MEAL AND REST BREAK PENALTIES. REVIEW PAY STUBS FOR MEAL AND REST BREAK PREMIUM PAYMENTS.	2.50	695	1,737.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LEGAL RESEARCH REGARDING AMN HEALTHCARE DECISION			
08/31/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND REVISE OFF THE CLOCK AND 2802 ALLEGATIONS. SEND TO CLIENT FOR APPROVAL.	4.50	695	3,127.50
09/02/20	ND	REVIEW CASE FILE. ANALYZE COMPLAINT. DRAFT CASE NOTES MEMO. ANALYZE PENALTIES FOR PAGA GROUP.	2.20	695	1,529.00
10/02/20	SB	REVIEW COMPLAINT - ANALYZE, ADVISE ND	2.80	325	910.00
01/26/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
03/11/21	RE	REVIEW & ANALYSIS OF 1198.5 EMPLOYMENT FILE DOCUMENTS	3.00	475	1,425.00
03/11/21	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES	0.50	475	237.50
03/12/21	RE	REVIEW AND EDIT PAGA ONLY COMPLAINT FOR SAME DAY FILING; CONFER W ND	1.50	475	712.50
03/12/21	RE	PREPARE SUMMONS AND CIVIL COVER SHEET	0.50	475	237.50
03/12/21	RE	FINALIZE COMPLAINT PACKAGE; FILE PAGA ONLY COMPLAIN IN SD SUP. CT.	0.50	475	237.50
03/15/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC	0.50	475	237.50
03/15/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
03/16/21	RE	DRAFT AND FILE .6 PEREMPTORY CHALLENGE	0.70	475	332.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/24/21	AR	RECEIVE AND REVIEW NOTICE OF REASSIGNMENT; CORRESPONDENCE REGARDING DISCOVERY.	0.40	475	190.00
04/28/21	RE	EMAIL TO DEFENSE COUNSEL RE SERVICE OF COMPLAINT VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	0.30	475	142.50
04/28/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS	0.70	475	332.50
04/28/21	RE	PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT FOR 3 DEFENDANTS; EMAIL TO DEFENSE COUNSEL WITH SUMMONS, COMPLAINT ETC.	0.70	475	332.50
05/24/21	AR	REVIEW FILE AND DOCKET FOR STATUS; DRAFT CORRESPONDENCE REGARDING THE SAME.	0.20	475	95.00
05/25/21	RE	PREPARE POS-010 FORMS FOR 3 DEFENDANTS; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; CALCULATE DISCOVERY DEADLINE; MEMO TO FIRM	1.00	475	475.00
08/06/21	AR	REVIEW FILE FOR STATUS; REVIEW DOCKET AND RETRIEVE ANSWER TO COMPLAINT; CORRESPONDENCE REGARDING THE SAME.	0.50	475	237.50
08/10/21	AR	REVIEW FILE FOR STATUS; CHECK DOCKET FOR HEARINGS.	0.80	475	380.00
08/10/21	AR	PREPARE AND SERVE INITIAL DISCOVERY FOR ALL DEFENDANTS.	1.00	475	475.00
08/10/21	AR	CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEET AND CONFER IN ADVANCE OF CMC.	0.40	475	190.00
08/11/21	AR	FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL; OUTLINE PLEADINGS FOR MEET AND CONFER.	0.80	475	380.00
08/12/21	JH	REVIEW CLAIMS; DISCUSS MEET	0.60	550	330.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND CONFER WITH AR; ASSESS CMC STMT			
08/12/21	AR	MEET AND CONFER TELECONFERENCE WITH OPPOSING COUNSEL.	0.80	475	380.00
08/12/21	AR	REVIEW FILE FOR STATUS; DRAFT, FILE AND SERVE CASE MANAGEMENT STATEMENT.	1.20	475	570.00
08/13/21	AR	ULTIPLE INTERNAL CORRESPONDENCE AND FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING TOTAL NUMBER OF AGGRIEVED EMPLOYEES AND WORKWEEKS.	0.50	475	237.50
08/23/21	AR	RECEIVE AND DRAFT CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING NUMBER OF AGGRIEVED EMPLOYEES AND LOCATIONS.	0.40	475	190.00
08/26/21	JH	REVIEW AND RESPOND TO CORRESPONDENCE FROM DEFENSE COUNSEL RE DISCOVERY AND MEDIATION	0.40	550	220.00
08/27/21	JH	PREPARE AND APPEAR FOR CMC; DRAFT NOTICE OF RULING AND SERVE DEFENDANTS	1.00	550	550.00
09/01/21	JH	ADDITIONAL CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION	0.40	550	220.00
09/23/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION DATA AND DISCOVERY IN LIGHT OF MEDIATION; DISCUSS WITH ND	0.50	550	275.00
01/03/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION DATA/DOC EXCHANGE; REVIEW FILE FOR REQUESTED DOCS	0.60	550	330.00
01/06/22	JH	FURTHER CORRESPONDENCE WITH	0.40	550	220.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENSE COUNSEL RE MEDIATION; DISCUSS WITH ND			
01/20/22	JH	REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; ADVISE TEAM	0.40	550	220.00
01/31/22	JH	REVIEW/ANALYZE MEDIATION DATA LETTER AND PRODUCTION FROM DEFENDANT; FURTHER ANALYZE DOCS FROM PLAINTIFF AND 1198.5 DOCS; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	3.40	550	1,870.00
02/23/22	JH	DISCUSS MATTER WITH SP RE MEAL AND REST PERIOD CLAIMS	0.50	550	275.00
03/08/22	ND	REVIEW ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING VIKING RIVER CRUISES DECISION AND SUPREME COURT BRIEFS.	2.30	695	1,598.50
03/14/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW CASE FILE AND COURT DOCKET. LEGAL RESEARCH REGARDING AMN HEALTHCARE DECISION AND REGULAR RATE CLAIMS. ANALYZE PAY STUBS AND LAW.	5.60	695	3,892.00
03/15/22	JH	REVIEW/ANALYZE DATA AND DOCS; PREPARE FOR AND ATTEND CALL WITH EXPERT	0.80	550	440.00
03/15/22	ND	REVIEW AND ANALYZE PAY DATA AND TIME PUNCH DATA. CONFERENCE WITH EXPERT TO ANALYZE ASSUMPTIONS. ANALYZE WAGE AND HOUR POLICY DOCUMENTS. LEGAL RESEARCH REGARDING 204 LATE WAGE PAYMENT CLAIMS. PREPARE FOR MEDIATION.	6.00	695	4,170.00
04/02/22	ND	REVIEW MEDIATION DATA. LEGAL RESEARCH REGARDING 226(A)(8) CLAIMS. RESEARCH FICTITIOUS DBA	6.00	695	4,170.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		NAMES DATABASE AND DECISIONS REGARDING THE SAME. DRAFT MEDIATION BRIEF. PREPARE FOR MEDIATION.			
04/11/22	JH	REVIEW/ANALYZE EXPERT MEDIATION EXPOSURE ANALYSIS; DISCUSS WITH TEAM; REVIEW F/U RESPONSE FROM EXPERT RE ADDITIONAL QUESTIONS	0.50	550	275.00
04/11/22	ND	DISCUSS DATA ISSUES WITH EXPERT AND DEFENSE COUNSEL. FINALIZE MEDIATION BRIEF. ANALYZE CLAIMS AND LAW FOR MEDIATION.	4.20	695	2,919.00
04/12/22	JH	REVIEW/ANALYZE AMENDED EXPERT EXPOSURE ANALYSIS WITH UPDATED INFORMATION; REVIEW AND REVISE ATB MEDIATION SUBMISSION	0.70	550	385.00
04/18/22	ND	LEGAL RESEARCH REGARDING PREVIOUS PAGA ONLY SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS AND NUMBER OF AGGREIVED EMPLOYEES FOR MEDIATION VALUATION.	2.90	695	2,015.50
04/19/22	JH	PRE-MEDIATION CALL WITH DEFENSE COUNSEL; RESEARCH ISSUES ADDRESSED	1.00	550	550.00
04/19/22	ND	CALL WITH DEFENSE COUNSEL REGARDING MEDIATION. ANALYZE CASE FILE AND DISCUSS WITH JH.	1.00	695	695.00
04/20/22	JH	PREPARE FOR MEDIATION	0.60	550	330.00
04/20/22	ND	REVIEW AND ANALYZE EXPERT PENALTY REPORT AND NOTES ASSUMPTIONS. DRAFT MOU FOR MEDIATION. REVIEW ALL MEDIATION MATERIALS FOR OPENING STATEMENT WITH MEDIATOR.	3.50	695	2,432.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/21/22	JH	APPEAR FOR MEDIATION; DISCUSS WITH ND	7.00	550	3,850.00
04/21/22	ND	ATTEND MEDIATION WITH LOU MARLIN.	7.00	695	4,865.00
04/26/22	JH	CALL WITH EXPERT; DISCUSS WITH ND	0.50	550	275.00
04/26/22	ND	REVIEW MEDIATION NOTES. ANALYZE PAY PERIOD DISCREPANCIES IN DATA. CONFERENCE WITH EXPERT TO DISCUSS FURTHER. ANALYZE EXPERT REPORT AND MEDIATION DATA. CALL MEDIATOR TO DISCUSS STATUS OF SETTLEMENT NEGOTIATIONS.	2.80	695	1,946.00
04/29/22	JH	PREPARE FOR AND ATTEND CALL WITH DEFENSE COUNSEL; DISCUSS WITH ND	0.70	550	385.00
04/29/22	ND	CALL WITH DEFENSE COUNSEL REGARDING SETTLEMENT ISSUES. CONFERENCE WITH CLIENT TO DISCUSS STATUS AND FACTS OF OFF THE CLOCK WORK. REVIEW MEDIATION BRIEF AND DISCOVERY TO DATE TO DETERMINE STRATEGY.	1.80	695	1,251.00
05/03/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE SETTLEMENT NEGOTIATIONS; DISCUSS WITH ND	0.40	550	220.00
05/11/22	JH	SETTLEMENT CORRESPONDENCE WITH DEFENSE COUNSEL	0.30	550	165.00
05/11/22	ND	REVIEW AND RESPOND TO DEFENSE COUNSEL'S EMAIL REGARDING SETTLEMENT OFFER. REVIEW AND ANALYZE CREDIT FOR PREVIOUS MEAL BREAK PREMIUM PAYMENT. LEGAL RESEARCH REGARDING CATALYST THEORY. REVIEW PAGA NOTICE AND TIMING OF PAGA LETTER TO DETERMINE IF CATALYST THEORY APPLIES.	3.00	695	2,085.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE PAYMENT RELEASE TO AGGRIEVED EMPLOYEE PROVIDED BY DEFENSE COUNSEL.			
05/18/22	JH	F/U CORRESPONDENCE WITH MEDIATOR IN FURTHERANCE OF POST-MEDIATION SETTLEMENT DISCUSSIONS; DISCUSS WITH ND	0.40	550	220.00
05/18/22	ND	REVIEW AND RESPOND TO MEDIATOR AND DEFENSE COUNSEL REGARDING INSTALLMENT PLAN PAYMENT AND SETTLEMENT TERMS. REVIEW MEDIATION BRIEF.	0.80	695	556.00
05/19/22	JH	REVIEW DRAFT MOU; DISCUSS WITH ND; CORRESPONDENCE WITH MEDIATOR	0.70	550	385.00
05/27/22	JH	REVIEW/ANALYZE DEFENDANT'S REVISIONS TO MOU; DISCUSS WITH ND; REVIEW FURTHER REVISIONS	0.70	550	385.00
05/27/22	ND	REVIEW EMAILS AND DEFENDANT'S REVISIONS TO MOU. RESPOND TO DEFENDANT'S EMAIL AND REVISE MOU.	1.80	695	1,251.00
06/01/22	JH	REVIEW/ANALYZE DEFENDANT'S PROPOSED REVISIONS TO MOU; DISCUSS WITH ND	0.50	550	275.00
06/02/22	JH	REVIEW DEFENDANT'S ADDITIONAL REVISIONS TO MOU	0.40	550	220.00
06/02/22	RE	REVIEW & ANALYZE MOU; CONFER W NB RE LONG FORM PAGA AND INDIVIDUAL SETTLEMENT AGREEMENTS	0.80	475	380.00
06/02/22	ND	FINALIZE MOU. REVIEW ALL TERMS. SEND TO CLIENT FOR SIGNATURE VIA EMAIL.	0.40	695	278.00
06/04/22	ND	REVIEW AND RESPOND TO CLIENT'S NUMEROUS QUESTIONS REGARDING MOU TERMS VIA EMAIL. CALL TO DISCUSS SETTLEMENT TERMS.	1.00	695	695.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FOLLOW UP FOR SIGNATURE.			
06/13/22	RE	REVIEW FILE; DRAFT LONG FORM SETTLEMENT AGREEMENT	4.50	475	2,137.50
06/14/22	RE	FINISH DRAFTING LONG FORM PAGA SETTLEMENT AGREEMENT	1.50	475	712.50
06/14/22	RE	DRAFT INDIVIDUAL SETTLEMENT AGREEMENT	3.00	475	1,425.00

TOTAL BILLED HOURS

ANDREW RONAN	7.00 hr @ 475.00	\$ 3,325.00
JEFF HERMAN	23.40 hr @ 550.00	\$ 12,870.00
NICK DEBLOUW	75.20 hr @ 695.00	\$ 52,264.00
RICO EHMANN	20.10 hr @ 475.00	\$ 9,547.50
SCOTT BLUMENTHAL	5.60 hr @ 325.00	\$ 1,820.00

TOTAL PROFESSIONAL SERVICES

131.30

\$ 79,826.50

COSTS ADVANCED

10/15/20	PAGA NOTICE FEE.	75.00
03/12/21	ONELEGAL FILING FEE	460.19
03/16/21	ONELEGAL FILING FEE	12.35
03/18/21	ONELEGAL FILING FEE	39.12
05/25/21	ONELEGAL FILING FEE	12.35
06/02/21	ONELEGAL FILING FEE	40.92
08/06/21	DOCUMENT RETRIEVAL FEE FOR ANSWER TO COMPLAINT.	6.20
08/12/21	FILING FEE FOR CASE MANAGEMENT STATEMENT.	12.35
08/20/21	COURTCALL APPEARANCE - ID11320505	94.00
09/22/21	MEDIATION FEES - LOUIS MARLIN.	7,000.00
04/28/22	BERGER CONSULTING GROUP	<u>2,850.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 10,602.48</u>

TOTAL CURRENT CHARGES	<u>\$ 90,428.98</u>
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EXHIBIT #3

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/15/2022		Review long form PAGA settlement agreement draft; revise & edit; finalize draft; create clean and redline versions; forward to NB &KN for review  Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	1.80h	\$475.00	-	\$855.00
06/15/2022		Review long form individual settlement agreement draft; revise & edit; finalize draft; create clean and redline versions; forward to NB &KN for review  Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	1.20h	\$475.00	-	\$570.00
06/20/2022		Review PAGA settlement agreement, analyze.  Unbilled	CA2207 Autism Outreach	Norm Blumenthal	2.00h	\$795.00	-	\$1,590.00
06/21/2022		Confer w ND/KN re long form agreement edits; edit long form agreement; forward to KN for review  Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	0.40h	\$475.00	-	\$190.00
06/21/2022		Review agreement, analyze, final.  Unbilled	CA2207 Autism Outreach	Norm Blumenthal	1.50h	\$795.00	-	\$1,192.50
06/22/2022		Draft Notice of Settlement; Stipulation and [Proposed] Order to vacate Trial and related dates  Unbilled	CA2207 Autism Outreach	Heather Drosi	1.00h	\$250.00	-	\$250.00
07/01/2022		Draft: Review file and docket; assess status of matter; draft notice of settlement and stip to	CA2207 Autism Outreach	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		vacate trial and related dates; circulate to defendant ● Unbilled						
07/05/2022	⌚	Draft: Finalize, counter-execute and prepare for filing the Parties' stip to vacate trial and related dates ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
07/05/2022	⌚	Prepare and finalize Proof of Service re: Notice of Settlement/ Stipulation and [Proposed] Order. Process and E-Filed via One Legal and served via email. ● Unbilled	CA2207 Autism Outreach	Heather Drosi	1.00h	\$250.00	-	\$250.00
08/08/2022	⌚	Reviewed file and updated calendar in preparation of deadline. ● Unbilled	CA2207 Autism Outreach	Sergio Puche	0.20h	\$550.00	-	\$110.00
08/19/2022	⌚	Research and obtain the status of Stipulation to vacate trial date and related dates, etc. Obtain and upload Court Order to the file. Review Order and email to handling attorney as the Court is requesting specific procedures be followed. ● Unbilled	CA2207 Autism Outreach	Heather Drosi	0.30h	\$250.00	-	\$75.00
08/23/2022	⌚	Correspondence with defense counsel re stip to vacate; check docket	CA2207 Autism Outreach	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/23/2022	🕒	Confer w ND & JH re timing of PAGA Approval motion; review court order ● Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	0.30h	\$475.00	-	\$142.50
08/30/2022	🕒	Review and revise draft agreement; email Def ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
09/06/2022	🕒	Review file; draft Motion to Approve PAGA Settlement ● Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	4.50h	\$475.00	-	\$2,137.50
09/07/2022	🕒	Finish first draft of Motion to Approve PAGA Settlement ● Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	2.50h	\$475.00	-	\$1,187.50
09/07/2022	🕒	Draft proposed order re motion to approve PAGA settlement ● Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
09/07/2022	🕒	Review PAGA approval motion, analyze. ● Unbilled	CA2207 Autism Outreach	Norm Blumenthal	1.50h	\$795.00	-	\$1,192.50
09/08/2022	🕒	Final PAGA approval motion. Advise KN. ● Unbilled	CA2207 Autism Outreach	Norm Blumenthal	1.75h	\$795.00	-	\$1,391.25
09/09/2022	🕒	Conf with Def; analyze issues and dates; memo to staff re stip and procedure for approval	CA2207 Autism Outreach	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
09/12/2022	⌚	Review draft stipulation; respond to staff issues re motion and stip; revise the revised stip ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
09/12/2022	⌚	Review/revise draft stip to continue trial and related dates; discuss with KN; circulate to defendant for review ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.70h	\$550.00	-	\$385.00
09/13/2022	⌚	Finalize, execute, and prepare for filing stip to continue trial and related dates ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
09/22/2022	⌚	Review Court order; circulate and advise team ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
09/22/2022	⌚	Review defense counsel's redline proposed edits to long form PAGA and individual settlement agreements ● Unbilled	CA2207 Autism Outreach	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
09/22/2022	⌚	Review defendant's revisions to the draft agreement; respond to Defendant re pay period issue ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
09/22/2022	⌚	Review/analyze Defendant's revisions to draft settlement	CA2207 Autism Outreach	Jeffrey Herman	0.70h	\$550.00	-	\$385.00
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		agreements; discuss escalator clause implications with ND ● Unbilled						
09/26/2022	🕒	Review pay period issue and discuss with Def; memo to partners ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	0.30h	\$750.00	-	\$225.00
09/29/2022	🕒	revise agreement; work on final issues; email Def re agreement ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
09/29/2022	🕒	Review and revise draft motion and proposed order; email draft to Defendant ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	1.30h	\$750.00	-	\$975.00
09/30/2022	🕒	Review/analyze draft motion for approval of PAGA settlement ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.70h	\$550.00	-	\$385.00
10/03/2022	🕒	Review email and work on revisions to the Agreement; memo to Def re final agreement ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
10/03/2022	🕒	Review correspondence from Defendant re final numbers; compare to settlement agreement to see if escalator clause is implicated; review revisions to proposed order and judgment ● Unbilled	CA2207 Autism Outreach	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
10/03/2022	🕒	Review and revise motion for	CA2207	Kyle	1.80h	\$750.00	-	\$1,350.00
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		PAGA settlement approval; email Def; review billing for accuracy	Autism Outreach	Nordrehaug				
		● Unbilled						
10/04/2022	⌚	Draft declaration ISO motion; review and revise motion; update motion per declaration and emails	CA2207 Autism Outreach	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
		● Unbilled						
					39.90h		\$0.00 0.00h	\$24,623.75 39.90h

Activities Export

10/06/2022
11:25 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/29/2022	\$	One Legal Invoice No. 04255537 ● Unbilled	CA2207 Autism Outreach	Heather Drosi	1.00	\$33.46	-	\$33.46
09/15/2022	\$	One Legal Invoice No. 04371253 ● Unbilled	CA2207 Autism Outreach	Heather Drosi	1.00	\$42.72	-	\$42.72
10/04/2022	\$	filing fee - motion ● Unbilled	CA2207 Autism Outreach	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$136.18 0.00h

EXHIBIT #4

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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

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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: 2006, California

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

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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

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

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

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Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

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

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

EXHIBIT #5

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**WRITERS EXT:
1004**

July 24, 2020
CA2207

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Autism Outreach Southern California LLC and/or Mebe Los Angeles, LLC and/or Mebe San Francisco Bay, LLC in California and classified as non-exempt employees during the time period of September 24, 2019 until a date as determined by the Court. Our offices represent Plaintiff Deshawn Carter (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Autism Outreach Southern California

LLC and/or Mebe Los Angeles, LLC and/or Mebe San Francisco Bay, LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a Behavioral Technician since March of 2016 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), including but not limited to, providing wage statements that failed to list the correct legal entity that employed Plaintiff and other Aggrieved Employees.. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN DIEGO**

9
10 DESHAWN CARTER, on behalf of the
State of California, as a private attorney
11 general,

12 Plaintiff,

13 vs.

14 AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC, a California Limited
15 Liability Company; MEBE LOS ANGELES,
LLC, a California Limited Liability
16 Company; MEBE SAN FRANCISCO BAY,
LLC, a California Limited Liability
17 Company; and Does 1 through 50, Inclusive,

18 Defendants.
19
20
21

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.*, for violations of Labor
Code §§ 204, 210, 226(a), 226.7, 510,
512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198 & 2802.

1 Plaintiff Deshawn Carter (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Autism Outreach Southern
8 California LLC, Mebe Los Angeles, LLC, and Mebe San Francisco Bay, LLC (“DEFENDANT”)
9 seeking only to recover PAGA civil penalties for himself, and on behalf of all current and
10 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
11 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
12 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
13 underlying general and/or special damages for those violations, but simply the civil penalties
14 permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA to permit an individual to bring an action on
16 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
17 nature of this action.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
19 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 **THE PARTIES**

24 4. Defendant Autism Outreach Southern California LLC is a limited liability
25 company and at all relevant times mentioned herein conducted and continues to conduct
26 substantial and regular business throughout California.
27

1 5. Defendant Mebe Los Angeles, LLC is a limited liability company and at all
2 relevant times mentioned herein conducted and continues to conduct substantial and regular
3 business throughout California.

4 6. Defendant Mebe San Francisco Bay, LLC is a limited liability company and at all
5 relevant times mentioned herein conducted and continues to conduct substantial and regular
6 business throughout California.

7 7. PLAINTIFF alleges there has existed a unity of interest and ownership between
8 all these Defendants such that any individuality and separateness between the entities has
9 ceased. Defendants Autism Outreach Southern California LLC, Mebe Los Angeles, LLC and
10 Mebe San Francisco Bay, LLC are therefore alter egos of each other. Adherence to the fiction
11 of the separate existence of would permit an abuse of the corporate privilege, and would
12 promote injustice by protecting Autism Outreach Southern California LLC, Mebe Los Angeles,
13 LLC and Mebe San Francisco Bay, LLC from liability for the wrongful acts committed by them.
14 As evidenced by PLAINTIFF's paychecks and company documents, Defendants Autism
15 Outreach Southern California LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay,
16 LLC were joint employers of PLAINTIFF and are referred to herein as ("DEFENDANT").

17 8. PLAINTIFF further alleges that Defendants Autism Outreach Southern California
18 LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay, LLC are the alter egos of each
19 other for the following reasons:

20 (A) On the California Secretary of State's website
21 (<https://businesssearch.sos.ca.gov/>) Defendants Autism Outreach
22 Southern California LLC, Mebe Los Angeles, LLC and Mebe San
23 Francisco Bay, LLC have the same entity address and/or mailing address;

24 (B) On information and belief Defendants Autism Outreach Southern
25 California LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay,
26 LLC utilize the same standardized employment forms and issue the same
27 employment policies; and,
28

(C) Autism Outreach Southern California LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay, LLC all have the same agent for service of process and all have the same Chief Executive Officer.

9. DEFENDANT is a San Diego based company that provides applied behavior analysis therapy, speech and language therapy and feeding therapy amongst other services.

10. PLAINTIFF has been employed by DEFENDANT in California as a non-exempt employee entitled to overtime pay and meal and rest periods since March of 2016. PLAINTIFF has been at all times relevant mentioned herein classified by DEFENDANT as a non-exempt employee.

11. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to himself and all individuals who worked for Autism Outreach Southern California LLC and/or Mebe Los Angeles, LLC, and/or Mebe San Francisco Bay, LLC in California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of September 4, 2019 until a date as determined by the Court (the "PAGA PERIOD").

12. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's violation of California Labor Code §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and the applicable Wage Order. Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*¹

13. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently

¹Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

1 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
2 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
3 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
4 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
5 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
6 responsible in some manner for one or more of the events and happenings that proximately
7 caused the injuries and damages hereinafter alleged.

8 14. The agents, servants and/or employees of the Defendants and each of them acting
9 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
10 agent, servant and/or employee of the Defendants, and personally participated in the conduct
11 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
12 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
13 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
14 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
15 agents, servants and/or employees.

16 17 **THE CONDUCT**

18 15. During the PAGA PERIOD, DEFENDANT failed and continues to fail to
19 accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all
20 their time worked, including minimum and overtime wages. DEFENDANT unlawfully and
21 unilaterally fails to accurately calculate wages for time worked and penalties for meal and rest
22 periods owed to PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying
23 these employees the correct compensation. As a result, PLAINTIFF and the other
24 AGGRIEVED EMPLOYEES forfeit wages due them for working without compensation at the
25 correct minimum wage and overtime rates. DEFENDANT's uniform policy and practice to not
26 pay the members of the AGGRIEVED EMPLOYEES the correct compensation for all time
27 worked in accordance with applicable law is evidenced by DEFENDANT's business records.

1 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
2 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
3 meaning the time during which an employee is subject to the control of an employer, including
4 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
5 and AGGRIEVED EMPLOYEES to work without paying them for all the time they are under
6 DEFENDANT's control. Specifically, DEFENDANT requires PLAINTIFF to work while
7 clocked out for what should be PLAINTIFF's off duty meal period in order to per from therapy
8 services for DEFENDANT's clients. As a result, the PLAINTIFF and other AGGRIEVED
9 EMPLOYEES forfeit minimum wage and overtime compensation by regularly working without
10 their time being accurately recorded and without compensation at the applicable minimum wage
11 and overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and
12 other AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's
13 business records.

14 17. In violation of the applicable sections of the California Labor Code and the
15 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
16 a matter of company policy, practice and procedure, intentionally and knowingly failed to
17 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the correct rate of pay
18 for all overtime worked and correct meal premium pay for all meal period violations. This
19 uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
20 of the correct overtime compensation as required by California law which allowed
21 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
22 with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
23 EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

24 18. As a result of their rigorous work schedules, PLAINTIFF and other
25 AGGRIEVED EMPLOYEES are from time to time unable to take off duty meal breaks and
26 were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
27 EMPLOYEES are required to perform work as ordered by DEFENDANT for more than five
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(5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT fails to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period from time to time in which these employees are required by DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore forfeit meal breaks without the correct meal premium compensation and in accordance with DEFENDANT's strict corporate policy and practice.

19. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES are also required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees are denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other AGGRIEVED EMPLOYEES are also not provided with one hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES are periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

20. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. From time to time, DEFENDANT violated Cal. Lab. Code § 226 by failing to provide wage statements that identified the correct gross wages earned. Additionally, the wage statements DEFENDANT issues to PLAINTIFF and other AGGRIEVED EMPLOYEES Members violates Cal. Lab. Code Section 226(a)(8) in that DEFENDANT fails to correctly list the correct name of the legal entity that is the employer of PLAINTIFF and the CALIFORNIA CLASS Members. Aside from the violations listed above, DEFENDANT fails to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT

1 provides PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements which
2 violate Cal. Lab. Code § 226.

3 21. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
4 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
5 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
6 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
7 2802, employers are required to indemnify employees for all expenses incurred in the course
8 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
9 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
10 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
11 directions of the employer, even though unlawful, unless the employee, at the time of obeying
12 the directions, believed them to be unlawful."

13 22. In the course of their employment PLAINTIFF and other AGGRIEVED
14 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal
15 cellular phones as a result of and in furtherance of their job duties as employees for
16 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
17 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
18 PLAINTIFF and other AGGRIEVED EMPLOYEES are required by DEFENDANT to use their
19 personal cellular phones to for work related issues, including, but not limited to, contacting
20 DEFENDANT's clients for scheduling issues. As a result, in the course of their employment
21 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
22 unreimbursed business expenses which include, but are not limited to, costs related to the use
23 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

24 23. By reason of this uniform conduct applicable to PLAINTIFF and all
25 AGGRIEVED EMPLOYEES, DEFENDANT committed acts of unfair competition in violation
26 of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
27 "UCL"), by engaging in a company-wide policy and procedure which fails to accurately
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1 calculate and record the correct compensation for all time worked by PLAINTIFF and other
2 AGGRIEVED EMPLOYEES. The proper calculation of these employees' compensation is the
3 DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the obligation
4 to meet this burden, DEFENDANT fails to properly calculate and/or pay all required
5 compensation for work performed by the AGGRIEVED EMPLOYEES and violated the
6 California Labor Code and regulations promulgated thereunder as herein alleged.

7 24. All of the conduct and violations alleged herein occurred during the PAGA
8 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
9 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
10 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
11 AJDAR 12157 (Certified for Publication 12/19/18).

12 13 **JURISDICTION AND VENUE**

14 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10.

16 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
18 maintained offices and facilities in this County and/or conducts substantial business in this
19 County, and (ii) committed the wrongful conduct herein alleged in this County against
20 PLAINTIFF and the AGGRIEVED EMPLOYEES.

21 22 **FIRST CAUSE OF ACTION**

23 **For Violation of the Private Attorneys General Act**

24 **[Cal. Lab. Code §§ 2698, *et seq.*]**

25 **(By PLAINTIFF and Against All Defendants)**

26 27. PLAINTIFF incorporates by reference the allegations set forth in the prior
27 paragraphs as though fully set forth at this point.

1 28. PAGA is a mechanism by which the State of California itself can enforce state
2 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
3 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
4 fundamentally a law enforcement action designed to protect the public and not to benefit private
5 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
6 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
7 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
8 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
9 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
10 subject to arbitration.

11 29. PLAINTIFF, and such persons that may be added from time to time who satisfy
12 the requirements and exhaust the administrative procedures under the Private Attorney General
13 Act, brings this Representative Action on behalf of the State of California with respect to
14 himself and all individuals who are or previously were employed by Autism Outreach Southern
15 California LLC and/or Mebe Los Angeles, LLC, and/or Mebe San Francisco Bay, LLC in California
16 and classified as non-exempt employees (the "AGGRIEVED EMPLOYEES") during the time
17 period of September 4, 2019 until a date as determined by the Court (the "PAGA PERIOD").

18 30. On September 4, 2020, PLAINTIFF gave written notice by electronic mail to the
19 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
20 employer of the specific provisions of this code alleged to have been violated as required by
21 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
22 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
23 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
24 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
25 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

26 31. The policies, acts and practices heretofore described were and are an unlawful
27 business act or practice because DEFENDANT (a) fails to provide PLAINTIFF and the other
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1 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) fails to properly record
2 and provide legally required meal and rest periods, (c) fails to pay overtime wages, (d) fails to
3 pay wages when due, (e) fails to pay minimum wages, and, (f) fails to reimburse for necessary
4 business expenses incurred, all in violation of the applicable Labor Code sections listed in
5 Labor Code Sections §§ 204, 210, 226(a), 226.7, 510, 512, 558(a)(1), 558(a)(2), 1194, 1197,
6 1197.1, 1198, 2802, and the applicable Industrial Wage Order(s), and thereby gives rise to civil
7 penalties as a result of such conduct.² PLAINTIFF hereby seeks recovery of only civil penalties
8 as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of
9 the State of California for the illegal conduct perpetrated on PLAINTIFF and the other
10 AGGRIEVED EMPLOYEES.

11 32. Some or all of the conduct and violations alleged herein occurred during the
12 PAGA PERIOD. To the extent that any of the conduct and violations alleged herein did not
13 affect PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
14 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
15 2018 AJDAR 12157 (Certified for Publication 12/19/18).

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
19 severally, as follows:

20 1. On behalf of the State of California and with respect to all AGGRIEVED
21 EMPLOYEES:

22 A) Recovery of civil penalties as prescribed by the Labor Code Private
23 Attorneys General Act of 2004; and,

24 B) An award of attorneys' fees and cost of suit, as allowable under the
25 law, including, but not limited to, pursuant to Labor Code §2699.

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27 ²Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

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Dated: August 31, 2020 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT #6

Case Name: Autism Outreach

Monday, October 3, 2022

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	900
NCOA	Yes
Remail of Undeliverables	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	6	\$900.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
NCOA	Flat Rate	\$100.00	1	\$100.00
Toll-Free Telephone Support	Flat Rate	\$115.00	1	\$115.00

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

Subtotal \$1,835.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Check, Stub & Release - (including 1099)	Per Check	\$1.50	900	\$1,350.00
USPS First Class Postage	Per Piece	\$0.60	900	\$540.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	180	\$360.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$6,650.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	6	\$600.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$975.00

TOTAL ESTIMATED AMOUNT: \$9,460.00

Terms and Conditions

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

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

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

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

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

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

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

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

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

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

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

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

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

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

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT #7

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Attorneys for Plaintiff

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

DESHAWN CARTER, on behalf of the
State of California, as private attorney
general,

Plaintiff,

vs.

AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC, a California Limited
Liability Company; MEBE LOS
ANGELES, LLC, a California Limited
Liability Company; MEBE SAN
FRANCISCO BAY, LLC, a California
Limited Liability Company; and DOES 1
through 50, Inclusive,

Defendants.

Case No.: **37-2021-00011213-CU-OE-CTL**

PROOF OF SERVICE

Hearing Date: October 28, 2022
Hearing Time: 9:00 a.m.
[Hearing set by Order dated 9/14/22]

Judge: Hon. Joel R. Wohlfeil
Dept.: 73

Action Filed: March 12, 2021

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On October 6, 2022, I served the document(s) described as:

1. NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION
2. DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT
3. [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

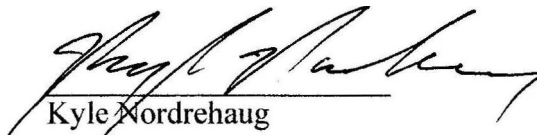
Annie Ellis
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LAW OFFICE OF ANNIE M. ELLIS, A.P.C.
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Attorney for Defendants

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 6, 2022, at San Diego, California.


Kyle Nordrehaug