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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**ASSOCIATED HEALTH WAGE AND
HOUR CASES**

Coordinated actions:

**Sanchez v. Associated Health Professionals,
Inc.**

Superior Court of California, County of San
Diego

Case No. 37-2019-00035374

**Napper v. Associated Health Professionals,
Inc.**

Superior Court of California, Count of Los
Angeles

Case No. 21STCV09332

**Guillory v. Associated Health Professionals,
Inc.**

Superior Court of California, County of San
Bernardino

Case No. CIVSB2210910

**Guillory v. Associated Health Professionals,
Inc. (PAGA)**

Superior Court of California, County of San
Bernardino

Case No. CIVSB2223523

**JUDICIAL COUNCIL COORDINATION
PROCEEDING No. JCCP 5219**

(Assigned for all purposes to Judge Blaine K.
Bowman; Dept. C-74)

**DECLARATION OF NATHAN J. REESE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[IMAGED FILE]

Date: June 5, 2026

Time: 8:30 a.m.

Dept: C-74

Judge: Hon. Blaine K. Bowman

Complaint Filed: March 8, 2021

First Amended Complaint Filed: April 9, 2024

Trial Date: None Set

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on behalf of herself and others similarly situated

1 I, Nathan J. Reese, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the state of California. I am
3 a shareholder of the law firm ARCH Legal, P.C. (formerly known as “GrahamHollis, APC”) in San Diego,
4 California. My law firm, ARCH Legal, P.C. (“ARCH”), is the attorneys of record for Plaintiffs
5 Lisa Napper and Queensly Asemota in the action *Associated Health Wage and Hour Cases*, San Diego
6 County Superior Court Case No. JCCP5219 (the “Action”). Associate Samara A. Bahu and I are the
7 attorneys from my firm primarily handling this case.

8 2. I am thoroughly familiar with, and have personal knowledge of, all the facts set forth
9 herein. If called as a witness, I could and would competently testify to the information set forth below.

10 3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class
11 Action and PAGA Settlement. Plaintiffs seek an order: (1) preliminarily approving the proposed Class
12 Action and PAGA Settlement Agreement; (2) approving the form and content of the Class Notice;
13 (3) provisionally certifying the Class; (4) appointing Plaintiffs as Class Representatives and Plaintiffs’
14 Counsel as Class Counsel; (5) approving Apex Class Action LLC as the Settlement Administrator; and
15 (6) scheduling a Final Approval Hearing.

16 4. A true and correct copy of the Class Action and PAGA Settlement Agreement (the
17 “Settlement” or “Settlement Agreement”) is attached hereto as **Exhibit 1**. Although the Settlement
18 Agreement is not signed by Defendant, it is my understanding after speaking with Defendant’s counsel
19 that the terms of the Settlement have been accepted by both sides, and we are waiting for Defendant’s
20 signature.

21 5. A true and correct copy of the Court Approved Notice of Class Action and PAGA
22 Settlement and Hearing Date for Final Court Approval (“Class Notice”) is attached as Exhibit A to the
23 Settlement Agreement.

24 6. A copy of the Settlement Agreement was provided to the California Labor and Workforce
25 Development Agency (“LWDA”) on May 13, 2026. Attached hereto as **Exhibit 2** is a true and correct
26 copy of the confirmation of submission of the Settlement Agreement to the LWDA.

27 ///

28 ///

CLASS COUNSEL'S CLASS ACTION EXPERIENCE

7. My firm currently serves as plaintiff's counsel in approximately 100 wage and hour class action and/or PAGA representative action cases pending throughout California and has been appointed as class counsel and had settlements approved as being fair, reasonable, and adequate in over 150 wage and hour class action lawsuits with claims similar to those alleged here. A list of the wage and hour class action and/or PAGA cases that my firm has litigated is attached hereto as **Exhibit 3**.

8. I have been a member of the State Bar of California since 2012. I have represented employees in employment litigation matters since 2012 and began working in wage and hour class action litigation in 2015. I have obtained settlements and been approved as class counsel in the following class and representative actions: *Milburn v. PetSmart, Inc.*, United States District Court for the Eastern District, settled for \$1,350,000 on behalf of approximately 3,491 class members and aggrieved employees, with Judge Drozd approving fees of 33 1/3%; *Dadafshar v. KT Hotels, LLC et al.*, Superior Court for the County of San Diego, settled for \$515,000 on behalf of approximately 892 class members, with Judge Pollock awarding 33.33% in fees; *Potter v. Big Tex Trailer Manufacturing Inc. et al.*, United States District Court for the Central District, settled for \$972,391.68 on behalf of 104 class members, with Judge Gutierrez approving fees of 33.33%; *Mario Arredondo Jr., et al. v. Pinkerton Consulting & Investigations Inc.*, Superior Court for the County of San Diego, which settled for \$1,350,000 on behalf of 235 class members, and Judge Pollack awarded 1/3 in fees; *Taylor v. Cross Country*, Superior Court for the County of Los Angeles, settled for \$582,000 on behalf of a settlement class of 589 class members and 1,602 aggrieved employees, with Judge Nelson approving fees of 33 1/3%; *Ramirez v. Baker Hughes Oilfield Operations, LLC*, Superior Court for the County of Santa Barbara, settled for \$2,750,000 on behalf of a settlement class of 165 employees, with Judge Anderle approving fees of 33 1/3%; *Cassels v. Select Comfort Retail Corporation*, Superior Court for the San Diego County, settled for \$1,250,000 on behalf of 426 class members and 997 aggrieved employees, with Judge Wohlfeil awarding fees of 33 1/3%; and *Christensen v. Heartland Express Inc. of Iowa*, Superior Court for the County of San Bernardino, settled for \$10,250,000 on behalf of approximately 1,717 class members and 760 collective action members, with Judge Cohn awarding 1/3 in fees. Furthermore, my firm and I obtained a \$16,009,598.80 class and PAGA verdict on behalf of approximately 820 employees in Santa Clara County. I have also been appointed class

1 counsel in several disputed motions for class certification.

2 9. Samara Bahu was admitted to the California State Bar in November of 2023. Prior to her
3 admission to the bar, Ms. Bahu worked as a law clerk at ARCH, gaining significant experience in
4 employment wage and hour matters. Since 2023, Ms. Bahu has served as class and/or representative
5 counsel in the following cases: *Nesmith v. RCS Safety, LLC.*, Superior Court County of Los Angeles,
6 which settled for \$1,100,000, and Judge Highberger awarded fees of 33.33%; *Minor v. Twomagnets*,
7 Superior Court for the County of Alameda, which settled for \$6,000,000 with Judge Dillon awarding 1/3
8 in fees; *Koleff v. Starside Security and Investigation, Inc.*, Superior Court County of San Diego, which
9 settled for \$525,000 with Judge Mangione awarding 1/3 in fees; and *Gonzalez v. Rolling Hills Community*
10 *Association of Ranchos Palos Verdes*, Superior Court for the County of Los Angeles, which settled for
11 \$95,000 with Judge Hall awarding 1/3 in fees.

12 10. My co-shareholders, associates, and I have considerable experience handling wage and
13 hour class action cases with claims similar to those asserted in this action and have successfully
14 represented tens of thousands of employees in state and federal court cases throughout California.

15 **CASE BACKGROUND AND PROCEDURAL HISTORY**

16 Procedural History

17 11. This coordinated proceeding arises from four related wage-and-hour actions against
18 Defendant Associated Health Professionals, Inc. (“Defendant” or “AHP”). The earliest-filed action is
19 *Sanchez v. Associated Health Professionals, Inc.*, San Diego Superior Court Case No. 37-2019-00035374-
20 CU-OE-NC (the “*Sanchez* Action”), originally filed in 2019.

21 12. The remaining coordinated lawsuits include: *Napper v. Associated Health Professionals*,
22 *Inc.*, Los Angeles Superior Court Case No. 21STCV09332 (the “*Napper* Action”); *Guillory v. Associated*
23 *Health Professionals, Inc.*, San Bernardino Superior Court Case No. CIVSB2210910 (the “*Guillory* Class
24 Action”); and *Guillory v. Associated Health Professionals, Inc.*, San Bernardino Superior Court Case No.
25 CIVSB2223523 (the “*Guillory* PAGA Action”).

26 13. Plaintiff Napper is a former non-exempt employee of Defendant who worked as a Certified
27 Nurse Assistant (“CNA”) at various California healthcare facilities, including Good Samaritan Hospital
28 and UCLA Medical Center, from approximately 2018 to 2020.

14. Plaintiff Asemota is a former non-exempt employee of Defendant who worked as a CNA at various healthcare facilities during multiple periods between 2003 and 2020, including Good Samaritan Hospital, UCLA Ronald Reagan Medical Center, Veterans Memorial Hospital Long Beach, and MLK Community Hospital.

15. Defendant is a healthcare staffing agency that contracts with hospitals and medical facilities to staff various healthcare workers. During the relevant time period, Defendant staffed at least 1,807 healthcare workers at over 170 hospitals and medical facilities throughout California.

16. On October 29, 2020, former Plaintiff Carmen Munoz submitted written notice to the LWDA and Defendant of Defendant's alleged violations of the California Labor Code ("Labor Code").

17. On March 9, 2021, Plaintiff Carmen Munoz filed a class and PAGA action complaint in Los Angeles County Superior Court against Defendant.

18. On January 6, 2022, the *Munoz* and *Sanchez* actions were coordinated as Judicial Council Coordination Proceeding No. 5219, *Associated Health Wage and Hour Cases*, assigned to the Honorable Blaine K. Bowman, Department C-74, San Diego County Superior Court. The *Guillory* Class Action and PAGA Action were subsequently added to the coordination.

19. The coordinated actions allege the following causes of action on behalf of Plaintiffs and the members of the putative class: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay minimum and regular wages; (4) failure to pay overtime wages; (5) failure to pay reporting time pay; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse for necessary business expenses; (8) failure to furnish accurate itemized wage statements; (9) failure to maintain accurate records; (10) violation of Business and Professions Code §§ 17200, *et seq.*; and (11) violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

20. On May 25, 2023, Plaintiffs filed an Amended LWDA Notice adding Lisa Napper and Queensly Asemota as additional PAGA claimants.

21. On April 9, 2024, Plaintiffs Napper and Asemota filed a First Amended Complaint in the *Napper* Action, adding themselves as named plaintiffs to the action initially filed by former Plaintiff Carmen Munoz, as the original plaintiff in that action settled her individual claims due to health concerns.

22. On January 29, 2025, Defendant filed a motion to compel Plaintiff Sanchez to arbitration.

1 The Court granted that motion on March 14, 2025, dismissing Plaintiff Sanchez's class claims and staying
2 her non-individual PAGA claims.

3 23. On January 30, 2025, Plaintiffs Napper, Asemota, and Guillory filed a Motion for Class
4 Certification.

5 24. On April 4, 2025, the Court denied Plaintiffs' Motion for Class Certification without
6 prejudice, on the sole ground of typicality: the Court found that because approximately 48% of putative
7 class members had signed arbitration agreements, and the named plaintiffs had not, the named plaintiffs
8 were not typical of those class members.

9 25. On June 30, 2025, the Parties participated in an all-day mediation with
10 Hon. Eddie C. Sturgeon (Ret.) of Signature Resolution, a highly experienced mediator who is well-versed
11 in wage and hour class action cases. The Parties were unable to reach a settlement but continued to
12 negotiate in good faith.

13 26. On September 15, 2025, the Parties filed a Joint Stipulation to continue litigation deadlines
14 to allow the Parties to continue settlement negotiations and attend a second mediation session.

15 27. On December 8, 2025, the Parties participated in a second partial day mediation session
16 with Judge Sturgeon. With the continued assistance of Judge Sturgeon, and after further good-faith
17 negotiations, the Parties accepted a mediator's proposal to resolve the coordinated litigation and
18 successfully reached a Memorandum of Understanding ("MOU") reflecting the terms of the Settlement,
19 which was executed on February 4, 2026. This settlement is the product of arm's-length negotiations by
20 highly skilled and well-informed counsel.

21 28. Prior to each mediation session, the Parties engaged in extensive formal and informal
22 discovery. Specifically, Plaintiffs propounded multiple sets of written discovery on Defendant and
23 conducted depositions of Defendant's Person Most Knowledgeable (President and sole owner
24 Mary Anderson) and Defendant's senior staffing coordinator. Defendant also propounded discovery on
25 each of the named plaintiffs and took their depositions. Plaintiffs also retained and relied upon expert
26 analysis of Defendant's time and payroll records.

27 29. During the mediation sessions, the Parties engaged in good-faith, non-collusive
28 negotiations, exchanged additional information regarding Defendant's realistic exposure, discussed the

1 relative strengths and weaknesses of Plaintiffs' claims, considered the risks and delays of further litigation,
2 and discussed the difficulty Plaintiffs may have in obtaining and maintaining class certification on each
3 claim. At all times, the Parties' negotiations were hard-fought and conducted at arm's length between
4 attorneys with substantial wage and hour class action experience.

5 30. On February 4, 2026, the Parties executed the MOU memorializing the terms of the
6 settlement. Thereafter, on February 27, 2026, the Parties filed a Joint Notice of Settlement, and all pending
7 hearings and deadlines in the coordinated actions were stayed or vacated to allow the settlement approval
8 process to proceed. On May 13, 2026, the Parties executed a long-form settlement agreement.

9 Plaintiffs' Allegations

10 31. Plaintiffs allege that Defendant failed to provide Plaintiffs and other Settlement Class
11 Members with the opportunity to take lawful meal periods. Specifically, Plaintiffs allege that Defendant
12 embedded a preprinted meal period waiver on every timesheet that employees were required to sign in
13 order to be paid for their shifts. These waivers did not comply with California law because they were not
14 signed by Defendant, did not include proper revocation language, and were not negotiated as a mutual
15 voluntary agreement. Plaintiff also alleges that Defendant deducted 30 minutes from each employee's
16 daily compensable time regardless of whether a meal period was actually taken or marked on the time
17 sheet. Plaintiffs also allege that Defendant failed to pay meal period premiums to Settlement Class
18 Members during the entire Settlement Class Period.

19 32. Plaintiffs further allege that Defendant failed to provide Settlement Class Members with
20 the opportunity to take lawful rest periods. Plaintiff alleges that Defendant had no written rest period
21 policy and failed to inform Settlement Class Members of their right to take rest breaks. Plaintiffs allege
22 that Settlement Class Members were placed at understaffed healthcare facilities, and patient care
23 responsibilities prevented Settlement Class Members from taking off-duty, uninterrupted rest periods.
24 Defendant also never paid rest period premiums during the Settlement Class Period.

25 33. Plaintiffs also contend that Defendant failed to pay reporting time pay when Settlement
26 Class Members reported for work telephonically and their shifts were cancelled. Plaintiffs allege that
27 Defendant required Settlement Class Members to call in approximately two hours before each scheduled
28 shift to confirm whether the shift would proceed or be canceled by the facility where they were scheduled

1 to work. When shifts were cancelled during these pre-shift calls, Defendant paid Settlement Class
2 Members nothing, while Plaintiff contends they should have been paid reporting time pay. *See Ward v.*
3 *Tilly's, Inc.*, 31 Cal. App. 5th 1167 (2019).

4 34. Plaintiffs allege that Defendant failed to pay Settlement Class Members for all hours
5 worked, including off-the-clock pre-shift and post-shift work. Plaintiffs allege that Settlement Class
6 Members were required to arrive before their scheduled start time to traverse large hospital campuses and
7 set up their work stations but were instructed to record only their scheduled start time. Similarly,
8 Settlement Class Members were not permitted to leave until formally relieved, often resulting in
9 uncompensated time after their scheduled end time. Additionally, the mandatory pre-shift phone calls
10 were performed without compensation. Plaintiffs allege that Defendant paid Settlement Class Members
11 based on the hours it billed to its healthcare facility clients, not the actual hours worked.

12 35. Plaintiffs allege that Defendant failed to reimburse Settlement Class Members for
13 necessary business expenses. Specifically, Settlement Class Members were required to use their personal
14 cell phones to make and receive the mandatory pre-shift confirmation calls, but Defendant never provided
15 any reimbursement for these expenses.

16 36. Finally, Plaintiffs contend that Defendant failed to furnish Plaintiffs and other Settlement
17 Class Members with accurate itemized wage statements, did not maintain accurate employment records,
18 and further failed to pay all wages due and owing upon separation of employment within the time frame
19 specified by California law.

20 37. Defendant denies and continues to deny each of the claims and contentions alleged by
21 Plaintiffs in the litigation.

22 **DEFENDANT STRONGLY DENIES PLAINTIFFS' CLAIMS**

23 38. Defendant denies any liability or wrongdoing of any kind associated with the claims
24 alleged in this litigation, and further denies that this action is appropriate for class treatment for any
25 purpose other than settling this litigation. Defendant contends that it complied at all times with the Labor
26 Code, the applicable IWC Wage Orders, and the Business and Professions Code.

27 39. Defendant maintains that it complied with all of its meal and rest period obligations under
28 California law, and that Plaintiffs and all Settlement Class Members were properly provided with the

1 opportunity to take all meal and rest periods to which they were entitled at all times during the Settlement
2 Class Period.

3 40. Defendant denies that any Settlement Class Member was denied a lawful meal or rest
4 period and maintains that its meal period waivers were valid and voluntarily signed. Defendant further
5 contends that to the extent any Class Member did not take a meal or rest period, it was voluntary and not
6 the result of any unlawful policy or practice.

7 41. Defendant also maintains that it properly calculated and paid all minimum, regular, and
8 overtime wages owed to Settlement Class Members. Defendant further contends that it fulfilled its
9 obligation to pay Settlement Class Members for all hours by relying on the time sheets that were submitted
10 to it by the facilities with which it contacted and staffed Settlement Class Members.

11 42. With respect to Plaintiffs' reporting time pay claim, Defendant denies that it had any
12 obligation to pay reporting time pay in connection with pre-shift phone calls and contends that it complied
13 with all applicable reporting time pay requirements.

14 43. Defendant asserts that Settlement Class Members were not required to use their personal
15 cell phones for work purposes, or that any such use was minimal, unknown to Defendant, and did not
16 require reimbursement.

17 44. Defendant contends that the wage statements it issued contained all of the information
18 required by Labor Code section 226(a) and that Plaintiffs' wage statement claims are derivative of the
19 underlying wage claims, which Defendant denies. Defendant further claims that Plaintiffs will be unable
20 to obtain statutory penalties for the alleged wage statement violations, as Plaintiffs cannot prove that
21 Defendant knowingly and intentionally failed to comply with Labor Code section 226.

22 45. With respect to Plaintiffs' claim for waiting time penalties, Defendant alleges that its
23 good-faith belief in its timekeeping and payroll practices precludes the imposition of any waiting time
24 penalties since Plaintiffs will not be able to prove that Defendant's alleged failure to pay all final wages
25 at the time of separation was "willful."

26 46. Defendant further maintains that many Settlement Class Members (approximately half)
27 signed valid and enforceable arbitration agreements, and that the Court's denial of the Motion for Class
28

1 Certification without prejudice confirms that Plaintiffs would not be able to establish typically for
2 Settlement Class Members who signed arbitration agreements.

3 47. Defendant also claims that it is not required to comply with many of the wage and hour
4 laws asserted in this lawsuit when it staffs employees at locations operated by public entities or located
5 on federal enclaves. Although Plaintiffs contend both defenses are inapplicable and lack legal support,
6 said defenses raised additional uncertainty and litigation risk.

7 48. Defendant claims that it did not engage in any Labor Code or Wage Order violations and
8 Plaintiffs will not be able to demonstrate that Defendant is liable for civil penalties under PAGA.

9 **CLASS COUNSEL'S INVESTIGATION OF THE CLASS AND PAGA CLAIMS**

10 49. The Settlement was reached only after the Parties conducted a thorough investigation into
11 Plaintiffs' class and representative claims, prepared an extensive analysis to determine potential damages,
12 and attended two mediations with a mediator highly experienced in wage and hour class and representative
13 actions.

14 50. Prior to filing the complaints in this action, my firm and co-counsel conducted thorough
15 investigations into the merits of Plaintiffs' claims and the applicable law related thereto, as well as
16 reviewed numerous documents and records provided by Plaintiffs in support of their claims. My firm also
17 requested Plaintiffs' employment files and spent significant time reviewing their employment records.

18 51. My firm spent significant time conducting in-depth, fact-finding interviews with Plaintiffs
19 and other non-exempt employees of Defendant regarding their employment to assess the relative strength
20 of the potential claims. Class counsel conducted a phone call campaign to interview employees about their
21 experiences working for Defendant, gathering declarations from approximately 29 non-exempt employees
22 documenting the wage and hour violations they suffered.

23 52. My firm's lengthy and thorough investigation into the facts of this action is further
24 evidenced by the Parties' exchange of extensive formal and informal discovery. Specifically, Plaintiffs
25 propounded multiple sets of requests for production, sets of special interrogatories, and sets of form
26 interrogatories on Defendant, seeking, among other things, Defendant's handbooks, wage and hour
27 policies, employee records, timekeeping and payroll data, arbitration agreements, meal period waivers,
28 and the identities and contact information for Settlement Class Members. Plaintiffs also deposed

1 Defendant's Person Most Knowledgeable (President and sole owner Mary Anderson) and Defendant's
2 head staffing coordinator. Defendant also propounded discovery on each named plaintiff and took their
3 depositions.

4 53. The Parties conducted additional discovery under the supervision of Court-appointed
5 Discovery Referee, Hon. Ronald S. Prager (Ret.), including a sampling protocol through which Defendant
6 produced employment records for a representative sample of Settlement Class Members.

7 54. Plaintiffs also retained a financial expert, Justin Regus, CFA, who analyzed Defendant's
8 time and payroll records. The expert's analysis was used in support of Plaintiffs' motion for class
9 certification.

10 55. The substantial exchange of information and documents enabled the Parties to sufficiently
11 assess the strengths and weaknesses of their respective positions during arm's-length negotiations at
12 mediation. Based on the information provided by Defendant, my firm and co-counsel prepared a
13 comprehensive damage analysis. My firm and co-counsel also prepared comprehensive mediation briefs
14 that outlined the relevant factual and legal issues in this case, contained a detailed analysis of Defendant's
15 payroll records, and presented a complete breakdown of the liability exposure for Defendant if Plaintiffs
16 succeeded on each of their claims at trial.

17 56. I believe that the documents and information exchanged and analyzed by the Parties
18 through formal and informal discovery, as well as the Parties' discussions during and after mediation, are
19 sufficient for the Parties to make an informed decision about a fair resolution of this action. It was not
20 until after months of investigation, the review of calculations and valuations of each claim by counsel,
21 and consideration of all the risks of continuing litigation, that the Parties agreed to accept \$1,250,000.00
22 in settlement of all of the class and representative claims presented in the operative complaints.

23 **CLASS COUNSEL'S EVALUATION OF THE CLASS AND PAGA CLAIMS FOR**
24 **SETTLEMENT PURPOSES**

25 57. I believe the \$1,250,000.00 Gross Settlement Amount provides a real and substantial
26 benefit to the Settlement Class Members considering the highly disputed nature of the claims and the risks
27 in being able to obtain and maintain class certification. My determination of a fair value of the Settlement
28 is based on a number of factors, including my firm's investigation of the applicable law as it applied to

1 the facts discovered, the suitability of the case for class treatment, Plaintiffs' claims and the associated
2 damages, and Defendant's defenses to Plaintiffs' claims.

3 58. During this litigation, the Parties engaged in numerous and extensive discussions regarding
4 the factual and legal issues presented by the litigation and Defendant's potential defenses thereto.
5 Defendant has consistently maintained that it provided all required meal and rest periods, properly paid
6 all wages, had no obligation to pay reporting time pay, was not required to reimburse cell phone expenses,
7 and complied with all applicable California labor laws.

8 59. Based on the documents and information obtained prior to mediation, Class Counsel
9 calculated the total amount of Defendant's potential damages exposure for the unpaid minimum, regular,
10 and overtime wage claim, meal period claim, rest period claim, reporting time claim, reimbursement
11 claim, waiting time penalty claim, and wage statement claim to be approximately \$35,431,324.44, not
12 including interest.

13 60. Plaintiffs' maximum-possible damages and penalties (excluding PAGA) exposure
14 assumed that class certification would be granted and maintained through trial, and that Plaintiffs would
15 prevail on every claim at trial and recover the full amount of the estimated damages. Accordingly, the
16 estimated value of Plaintiffs' class claims was premised on an optimistic "everything goes right" scenario
17 for each claim, for a maximum class-wide damages exposure. After applying a 50% discount for the
18 uncertainty of certifying all class claims and an additional 50% discount for the likelihood of success on
19 all certified claims, a more realistic value of the claims is \$8,857,831.11.

20 61. Plaintiffs further calculated the total amount of potential PAGA penalties to be
21 approximately \$97,427,866.00. In conjunction with Defendant's many asserted defenses, it was clear that
22 any award was vulnerable to being undercut or substantially devalued. Moreover, Plaintiffs' calculation
23 of PAGA penalties assumed that said penalties can be stacked, a practice now proscribed under the new
24 PAGA legislation.

25 62. Based on the sample of timekeeping and payroll data provided by Defendant through
26 discovery, as well as the information gleaned by Class Counsel while conducting interviews with
27 Settlement Class Members, used the methodology to calculate the maximum amount of damages
28 potentially owed to Settlement Class Members:

a. Meal Period Violations

314,648 (Total number of shifts)

x 98% (Percentage of shifts greater than 6 hours)

x 97% (Meal period violation rate)

x \$28.93 (Average hourly rate of pay)

= \$8,653,089.97 (Total unpaid meal period premium wages)

b. Rest Period Claims

314,648 (Total number of shifts)

x 99% (Percentage of shifts greater than 3.5 hours)

x 62% (Rest period violation rate)

x \$28.93 (Average hourly rate of pay)

= \$5,587,278.16 (Total unpaid rest period premium wages)

c. Unpaid Wages for Off-the-Clock Work:

314,648 (Total number of shifts)

x 96% (Violation rate for off-the-clock pre/post-shift duties)

x 97% (Percentage of shifts greater than 8 hours)

x 0.19 (Average unpaid hours per shift)

x \$28.93 (Average hourly rate of pay)

= \$1,610,534.30 (Unpaid wages for off-the-clock pre/post-shift duties)

d. Reporting Time Pay

314,648 (Total number of shifts)

x 17.25% (Violation rate for unpaid reporting time)

x 2.0 (Average reporting time hours owed)

x \$28.93 (Average regular rate of pay)

= \$3,140,454.49 (Reporting time pay)

e. Reimbursement of Necessary Business Expenses

314,648 (Total number of shifts)

x 84% (Violation rate)

x \$1.00 (\$1.00 per shift)
= \$264,304.32 (Unreimbursed expenses for cell phone use)

f. Waiting Time Penalties

Average One Day of Pay

x 8 regular hours per day
x \$28.93 (Average hourly rate of pay)
= \$231.44

Waiting Time Penalties

1,601 (Number of former employees)
x 30 days
x \$231.44 (Waiting time penalties per employee)
= \$11,116,063.20

g. Wage Statement Penalties: Pursuant to Labor Code section 226, each Class Member is entitled to penalties for each pay period in which he or she was furnished a non-compliant wage statement and injured as a result, up to a cap of \$4,000.00 per person. Based on the data provided by Defendant, Plaintiffs calculated there to be about 1,264.90 Settlement Class Members during the 226 statute of limitations period. Considering the \$4,000 cap, Plaintiffs calculated the total amount of wage statement penalties available to be approximately \$5,059,600.00.

63. PAGA Penalties: Plaintiffs also brought a cause of action seeking civil penalties under PAGA for each of the aforementioned violations of the Labor Code. The PAGA Period, as defined by the Settlement, is the period from January 2, 2020 through February 6, 2026. Based on the data provided by Defendant, there were 193,772 total pay periods within the PAGA Period. Plaintiffs estimated the maximum total amount of civil penalties recoverable under PAGA for all claims to be approximately \$97,427,866. This excludes civil penalties for “subsequent” violations, which Plaintiffs believe would not apply here because Defendant was not “on notice” that it had been violating the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008). This total amount can be broken down by each claim as follows:

a. Meal Periods

193,772 “initial” meal period violations

x \$50 penalty in Labor Code section 558 for initial violations

= \$9,688,617

b. Rest Periods

193,772 “initial” rest period violations

x \$100 penalty in Labor Code section 2699(f) for initial violations

= \$4,594,673

c. Failure to Pay Minimum and Regular Wages

193,772 “initial” violations

x \$100 penalty in Labor Code section 1197.1 for initial violations

= \$19,377,233.00

d. Failure to Pay Overtime Wages

193,772 “initial” violations

x \$50.00 penalty in Labor Code section 558 for initial violations

= \$9,688,617.00

e. Failure to Reimburse Necessary Business Expenses

193,772 “initial” violations

x \$100.00 penalty in Labor Code section 2699(f) for initial violations

= \$19,377,233.00

f. Waiting Time Penalties

697 former Allegedly Aggrieved Employees

x \$100.00 penalty in Labor Code section 2699(f)

= \$69,700.00

g. Wage Statements

193,772 “initial” wage statement violations

x \$100.00 penalty in Labor Code section 2699(f) for initial violations

= \$19,377,233.00

h. Failure to Maintain Accurate Records

$$\begin{array}{r} 944 \text{ Allegedly Aggrieved Employees} \\ \times \quad \$500.00 \text{ penalty in Labor Code section 1174.5} \\ \hline = \quad \$472,000.00 \end{array}$$

i. Total PAGA Penalties:

$$\begin{array}{r} \$9,688,617.00 \text{ (Meal Periods)} \\ + \quad \$19,377,233.00 \text{ (Rest Periods)} \\ + \quad \$19,377,233.00 \text{ (Minimum and Regular Wages)} \\ + \quad \$9,688,617.00 \text{ (Overtime Wages)} \\ + \quad \$19,377,233.00 \text{ (Reimbursement)} \\ + \quad \$69,700.00 \text{ (Waiting Time Penalties)} \\ + \quad \$19,377,233.00 \text{ (Wage Statements)} \\ + \quad \$472,000.00 \text{ (Accurate Records)} \\ \hline = \quad \$97,427,866 \end{array}$$

64. As with the other claims referenced above, Plaintiffs' estimate of civil penalties under PAGA is based on a potentially inflated, "everything goes right" scenario and is vulnerable to being substantially devalued if Defendant is able to successfully assert any of its defenses against Plaintiffs' claims. Furthermore, as with the imposition of any penalties under PAGA, there is a very real risk that the Court may further reduce Plaintiffs' estimated amount of penalties pursuant to Labor Code section 2699(e)(2), and it is likely that, given the attenuated nature of some of the claims, the Court would, in its discretion, limit the award as unjust, arbitrary, and oppressive, or as confiscatory. A limit of PAGA penalties as confiscatory and/or oppressive would also be likely given the potential significant recovery as to the class claims. Applying a 50% discount for likelihood of success on all PAGA claims and an additional 75% discount to account for a discretionary reduction in value of PAGA penalties in light of an assumed award on the class claims, a more realistic value of the PAGA claims is \$12,178,483.17.

65. Therefore, settlement of Plaintiffs' PAGA claim for \$75,000.00 is reasonable under the circumstances here because the Parties negotiated a good faith amount for PAGA penalties which was not the result of self-interest at the expense of the Settlement Class Members.

66. The agreed upon amount for PAGA penalties was arrived at in order to maximize the amount of recovery of individual damages to Settlement Class Members while still providing compensation to the LWDA. *Haralson v. U.S. Aviation Services Corp.*, 383 F. Supp. 3d 959,974 (N.D. Cal. 2019) (a lower PAGA settlement is permissible where the class settlement is relatively substantial); *Chu v. Wells Fargo Investments, LLC*, Nos. C 05-4523 MHP, C 06-7924 MHP, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16, 2011) (approving allocation of \$10,000.00 to PAGA penalties out of \$6,900,000.00 settlement); *Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616-AWI-SKO, 2012 WL 2117001, at *14 (E.D. Cal. June 11, 2012) (approving allocation of \$7,500.00 to PAGA penalties out of \$518,245.00 settlement).

67. Plaintiffs considered the risk that the Court might exclude from any certified class the Settlement Class Members who signed an arbitration agreement after the litigation was commenced (approximately 1,591 out of the 1,807 Settlement Class Members), thereby substantially limiting the scope of Plaintiffs' class claims. If the Court enforced Defendant's arbitration agreement with Settlement Class Members, Settlement Class Members who signed the arbitration agreement would only be able to pursue the claims alleged in this lawsuit in arbitration. Further, in my experience, the vast majority of Settlement Class Members would not opt to pursue their individual claims in arbitration. In other words, the likelihood that the majority of Settlement Class Members would even pursue, much less obtain, any recovery for the claims alleged in this lawsuit is slim. This fact further supports a finding that the Settlement is fair and reasonable, because the potential exposure to Defendant is limited as a result of the arbitration agreements. Further, if Defendant were to produce arbitration agreements and compel arbitration of 88% of the class, the vast majority of Settlement Class Members would not seek to move forward with arbitration. If we then apply an 88% reduction to the realistic assessment of the class penalties and damages, as discussed above (\$8,857,831.11), to accommodate for said arbitration agreements, the updated value is \$1,062,939.73.

68. Given the maximum potential damages as well as the discounted realistic damages, and Class Counsel's evaluation of what could have been awarded at trial, the Gross Settlement Amount of \$1,250,000.00 (which does not include Defendant's payroll tax obligations) is reasonable considering the substantial risks that Plaintiffs and the Settlement Class Members faced in this litigation. Defendant

1 presented legitimate defenses to both class certification and the merits of the claims. Class Counsel also
2 took into consideration the likelihood of obtaining and maintaining class certification of the class claims
3 through trial, the extent to which Plaintiffs could pursue these claims given the presence of arbitration
4 agreements, and the likelihood of obtaining 100% of the damages claimed.

5 69. Plaintiffs would have also faced several challenges in prevailing on their class wage and
6 hour claims on the merits. Specifically, Plaintiffs risked that: (1) the Court would find Settlement Class
7 Members have been paid all wages due; (2) the Court would find that the pre-shift call-in practice did not
8 give rise to reporting time pay liability; (3) the Court would find any off-the-clock work was performed
9 without Defendant's knowledge; (4) the Court would find Defendant did not willfully fail to pay all wages
10 upon termination; (5) the Court would find Defendant had not intentionally failed to comply with wage
11 statement requirements; and (6) Plaintiffs' damages calculations could be substantially undercut at trial.
12 Further, even if Plaintiffs were successful on the merits, Defendant would likely appeal, thereby risking
13 the decision being overturned or substantially delayed.

14 70. Thus, while the Gross Settlement Amount represents a discount on the overall exposure to
15 Defendant, assuming Plaintiffs prevailed on all issues pertinent to class certification, established liability
16 on all claims, and proved damages to the full extent as estimated, this reduction in compromise is
17 extremely reasonable considering the substantial risks Plaintiffs would have faced in maintaining class
18 certification and establishing liability on all claims on behalf of all Settlement Class Members against
19 Defendant.

20 71. Moreover, continued litigation would likely be extremely expensive and would reduce and
21 substantially delay any recovery by Settlement Class Members. In contrast, the proposed Settlement will
22 guarantee that Settlement Class Members receive timely relief, substantial monetary recovery, and avoid
23 the risk of an unfavorable judgment.

24 72. Absent a settlement, the Parties would likely spend considerable time, effort, and money
25 on additional discovery, motion practice, and trial. The Parties would have to undergo extensive and
26 time-consuming discovery, including discovery related to class certification and the merits, if the case did
27 not settle. While the Parties have conducted substantial discovery, they have not yet completed all written
28

1 discovery, witness depositions, and expert discovery required to file the motion for class certification or
2 prepare for trial.

3 73. Plaintiffs would need to file several additional motions to compel discovery absent
4 settlement. There would also be a renewed motion for class certification and/or motion for decertification.
5 I also believe the Parties would have filed cross motions for summary judgment and several motions in
6 limine prior to the trial.

7 74. Indeed, even if Plaintiffs certified the class, proved all the class claims at trial, and
8 recovered the full amount of damages as estimated, it is likely that Defendant would appeal any judgment
9 in Plaintiffs' favor, potentially drawing out the litigation for many more years with no guarantee of
10 recovery by Plaintiffs or the Class. As a result, the Parties would incur considerably more attorneys' fees
11 and costs through trial. This Settlement avoids all those risks, and the accompanying expenses, and instead
12 provides immediate and substantial monetary relief.

13 75. Plaintiffs and Class Counsel acknowledge the cost and delay of continued proceedings
14 necessary to prosecute the action through trial and appeal and, in bringing this action, carefully considered
15 the uncertain outcome and the risks associated with any litigation, particularly complex actions such as
16 this.

17 76. Based on my experience litigating wage and hour claims, I believe for settlement purposes
18 it would be appropriate to discount the value of the Class claims to represent the risks of failing to maintain
19 class certification, the risks of not prevailing at trial, and the risks associated with any subsequent appeals.
20 The Gross Settlement Amount of \$1,250,000.00 is a fair and reasonable compromise of the claims alleged
21 in the Action, based on the strengths and weaknesses of the claims and the avoidance of further risk, and
22 the time and expense of pursuing the claims.

23 **SETTLEMENT TERMS**

24 77. **Settlement Class:** The Class is defined as all non-exempt employees who were employed
25 by and staffed by Defendant during the Settlement Class Period. (Settlement, ¶ 1.6). The "Settlement Class
26 Period" is the period from March 8, 2017 through February 6, 2026. (Settlement, ¶ 1.12.)

27 78. **Gross Settlement Amount:** Defendant will pay a non-reversionary Gross Settlement
28 Amount of \$1,250,000.00 to resolve all claims in the Action. (Settlement, ¶ 1.20.) This amount does not

1 include Defendant's share of employer payroll taxes, which Defendant will pay separately. (Settlement,
2 ¶ 2.2.) No portion of the Gross Settlement Amount will revert to Defendant. (Settlement, ¶¶ 1.24, 7.3.)

3 79. **Net Settlement Amount:** The Net Settlement Amount means the amount of funds
4 available for distribution to the Settlement Class after deducting from the Gross Settlement Amount: (i) the
5 Attorneys' Fees and Costs Payment to Class Counsel; (ii) the Administration Costs; (iii) the Class
6 Representative Service Awards; and (iv) the Total PAGA Payment to the LWDA and Allegedly
7 Aggrieved Employees. (Settlement, ¶ 1.24.) Any portions of the requested Class Counsel Fees and Costs
8 Payment, Administration Costs Payment, Class Representative Service Awards, and Total PAGA
9 Payment that are not awarded by the Court shall be added to the Net Settlement Amount. (Settlement, ¶
10 2.3.6.)

11 80. If the Court awards the full amount of the requested Class Counsel Fees and Expenses, the
12 PAGA Penalties, the Administration Expenses Payment, and the Class Representative Service Payments,
13 the Net Settlement Amount available for distribution to Participating Settlement Class Members will equal
14 approximately \$1,146,743.33. This estimated value of the Net Settlement Amount is calculated as follows:

15	a. Class Representative Service Payments:	\$40,000.00
16	b. Settlement Administration Costs:	\$15,450.00
17	c. Class Counsel Attorneys' Fees:	\$500,000.00
18	d. Class Counsel Litigation Expenses:	\$132,000.00
19	e. <u>PAGA Penalties:</u>	<u>\$75,000.00</u>
20	Net Settlement Amount:	\$487,550

21 81. **Settlement Administration Costs:** The Administration Costs are the actual and direct
22 costs reasonably charged by the Settlement Administrator, currently projected by the Parties not to exceed
23 \$15,450.00, for performing its obligations under the Settlement, including preparing and mailing the Class
24 Notice, calculating Individual Settlement Payments, preparing required tax reporting forms, and any other
25 fees and costs associated with settlement administration. (Settlement, ¶ 1.3.) The Parties jointly selected
26 Apex Class Action, LLC to serve as the Settlement Administrator.

27 82. **PAGA Penalties:** The Parties agreed to allocate the sum of \$75,000.00 to settle the claims
28 for civil penalties pursuant to PAGA. (Settlement, ¶ 1.27.) Of this amount, 75% (\$56,250.00) will be paid

1 to the LWDA from the Gross Settlement Amount, with the remaining 25% (\$18,750.00) distributed to
2 Allegedly Aggrieved Employees, defined as all non-exempt employees who worked in California between
3 January 2, 2020 and February 6, 2026. (Settlement, ¶¶ 1.22, 1.26, 2.3.5.) Allegedly Aggrieved Employees
4 will receive a *pro rata* share of the PAGA Payments based on the number of pay periods worked during
5 the PAGA Period. (Settlement, ¶ 2.3.5(b).)

6 83. The Parties agreed that \$75,000.00 allocated to PAGA would allow recovery for the
7 LWDA while ensuring Allegedly Aggrieved Employees and Settlement Class Member receive significant
8 compensation.

9 84. **Class Representative Service Awards:** In recognition of their efforts in obtaining the
10 benefits for the Class, Plaintiffs will request Class Representative Service Awards of \$10,000.00 each, for
11 a total of \$40,000.00. (Settlement, ¶ 1.14.) Defendant does not oppose this request. (Settlement, ¶ 2.3.4.)

12 85. **Class Counsel's Attorneys' Fees and Costs:** Class Counsel will seek an award of fees
13 and costs for the services rendered and yet to be rendered on behalf of the Class. Class Counsel will seek,
14 and Defendant will not oppose, an award of attorneys' fees not to exceed \$500,000.00 (equal to 40% of
15 the Gross Settlement Amount), and the reimbursement of reasonable litigation costs actually incurred, in
16 an amount not to exceed \$132,000.00. (Settlement, ¶¶ 2.3.1, 2.3.2.)

17 86. **Settlement Class Members' Individual Settlement Payments:** Settlement Class
18 Members will be paid their Individual Settlement Payments from the Net Settlement Amount, currently
19 estimated to be \$487,550.00.

20 87. The Individual Settlement Payments will be calculated on a *pro rata* basis according to the
21 number of "Workweeks" worked by each Settlement Class Member during the Settlement Class Period.
22 (Settlement, ¶ 2.3.7.) A "Workweek" means any week during the Settlement Class Period in which a
23 Settlement Class Member performed any work for Defendant as a non-exempt employee in California.
24 (Settlement, ¶ 1.36.)

25 88. Defendant will provide the Settlement Administrator the number of Workweeks worked
26 by each Settlement Class Member within twenty-one (21) calendar days after the Court enters the order
27 granting Preliminary Approval. (Settlement, ¶ 3.2.)

28 89. Settlement Class Members who worked a larger number of workweeks and presumably

1 experienced more violations would receive a larger portion of the Settlement, thereby treating all
2 Settlement Class Members equitably.

3 90. Defendant has represented that there are approximately 1,807 Settlement Class Members
4 who collectively worked approximately 78,662 Workweeks through December 5, 2025. If the Court
5 approves all payments to Class Counsel for attorneys' fees and costs, and awards the requested Service
6 Awards to Plaintiffs, Class Counsel estimates the Net Settlement Amount to be \$487,550.00. Thus, Class
7 Counsel estimates that Settlement Class Members will receive approximately \$6.20 per workweek/pay
8 period.¹

9 91. If all estimated 1,807 Settlement Class Members participate in the Settlement (i.e., do not
10 submit a Request for Exclusion), the average Individual Settlement Payment would be approximately
11 \$269.81 per Class Member.

12 92. I believe the Settlement provides the fairest way to distribute the Settlement proceeds to
13 Settlement Class Members, by calculating each Settlement Class Member's share of the Settlement
14 proceeds based on the number of pay periods worked by each Settlement Class Member during the
15 Settlement Class Period. This method takes into consideration the length of time each Settlement Class
16 Member worked for Defendant and the number of violations they presumably suffered during the
17 Settlement Class Period. I also believe the Settlement provides substantial monetary relief to the
18 Settlement Class Members. The recovery of approximately \$269.81 per Settlement Class Member reflects
19 a good result in light of the highly contested nature of the claims, Settlement Class Members' per diem
20 work schedules with varying numbers of workweeks, and the substantial risks to continued class-wide
21 recovery facing Plaintiffs in this Action.

22 93. **Released Parties:** The Released Parties Defendant Associated Health Professionals, Inc.,
23 and its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, assigns, officers,
24 directors, shareholders, members, managers, employees, agents, representatives, insurers, and attorneys.
25 (Settlement, ¶ 1.32.)

26 ///

27
28 ¹ Defendant pays its employees each workweek.

94. **Released Class Claims:** Upon the Effective Date, all Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge the Released Parties from any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, that were alleged or could have been alleged based on the facts alleged in the consolidated complaint arising during the Settlement Class Period, including claims for: (1) failure to provide legally compliant meal periods; (2) failure to provide legally compliant rest periods; (3) failure to pay minimum wages, regular wages, and overtime wages; (4) failure to pay reporting time wages; (5) failure to timely pay all wages due upon separation of employment; (6) failure to reimburse necessary business expenses; (7) failure to furnish accurate itemized wage statements; (8) failure to maintain accurate payroll records; (9) derivative penalties and waiting time penalties; and (10) unfair competition under California Business and Professions Code section 17200 *et seq.* (Settlement, ¶ 4.1.)

95. **Released PAGA Claims:** Upon the Effective Date, all Allegedly Aggrieved Employees and the LWDA are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints during the PAGA Period. (Settlement, ¶ 4.2.) Allegedly Aggrieved Employees who submit timely and valid Requests for Exclusion from the Settlement Class shall nonetheless remain bound by this PAGA release, as PAGA representative claims cannot be opted out of under California law. (*Id.*)

96. **Release by Named Plaintiffs:** The Named Plaintiffs agree to provide a broader and separate general release of any and all claims against the Released Parties in exchange for the Class Representative Service Awards of \$10,000.00 each, including a waiver of rights under California Civil Code section 1542. (Settlement, ¶¶ 4.3, 4.3.1.)

97. **Taxation and Withholding:** The parties agree that 20% of each Participating Settlement Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"), subject to tax withholding and reported on an IRS W-2 Form. (Settlement, ¶ 2.3.8.) The remaining 80% of each Participating Settlement Class Member's Individual Settlement Payment will be allocated 40% to penalties and 40% to interest (the "Non-Wage Portions"), which will not be subject to wage withholdings and will be reported on IRS 1099 Forms. (*Id.*)

1 98. **Effective Date:** The Settlement shall become effective after all of the following events
2 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of Settlement; and
3 (b) the Judgment becomes a Final Judgment. (Settlement, ¶ 1.18.)

4 99. **Settlement Funding Schedule:** Defendant shall fund the full Gross Settlement Amount
5 plus all employer-side payroll taxes no later than twenty-one (21) calendar days after the Effective Date.
6 (Settlement, ¶ 3.10.)

7 100. **Disposition of Unclaimed Funds:** Settlement checks will remain valid for 180 days after
8 the date of mailing. (Settlement, ¶ 3.12.) For any Settlement Class Member whose Individual Settlement
9 Payment check is uncashed after the void date, the Settlement Administrator shall transmit the funds to
10 the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member, thereby
11 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section
12 384, subdivision (b). (Settlement, ¶ 3.12.)

13 **CLASS NOTICE AND NOTICE PLAN**

14 101. A true and correct copy of the proposed Class Notice is attached as Exhibit A to the
15 Settlement Agreement.

16 102. The Class Notice is accurate and informative. The Class Notice summarizes the lawsuit,
17 including the contentions and denials of the parties, the proceedings to date, and the terms and conditions
18 of the Settlement in plain language and in an informative and coherent manner. The Class Notice also
19 fully informs Settlement Class Members of the terms of the Settlement, of its effect on their rights, of their
20 options as Settlement Class Members (i.e., to object, opt out or request exclusion, or to do nothing and
21 receive payment), and of the consequences of exercising each option. The Class Notice notifies Settlement
22 Class Members of their reported compensable workweeks and the estimated Individual Settlement
23 Payment they will receive if the Settlement is finally approved. The Class Notice also outlines the
24 procedures and deadlines for requesting exclusion from the Settlement, for submitting objections to the
25 Settlement, and for disputing the number of workweeks and PAGA pay periods. The Class Notice further
26 explains how to contact the Settlement Administrator in the event Settlement Class Members want more
27 information.

28 103. The Class Notice also states the amount of the proposed Service Awards to be paid to the

1 Named Plaintiffs; states the amount of the requested attorneys' fees and costs; states the amount to be paid
2 to the LWDA; states the amount to be paid as Administration Costs; states the date, time, and place of the
3 Final Approval Hearing; and explains how Settlement Class Members can obtain additional information
4 and view a copy of the Settlement.

5 104. Furthermore, the Class Notice also makes clear that the Settlement does not constitute an
6 admission of liability by Defendant, that the Court has not ruled on the merits of the action, and that the
7 final settlement approval decision has yet to be made.

8 105. The Parties agreed to hire Apex Class Action LLC, an experienced third-party
9 administrator, to serve as the Settlement Administrator that will disseminate the Class Notice, pending
10 Court approval.

11 106. Prior to the mailing of the Class Notice, the Settlement Administrator shall perform a
12 National Change of Address (NCOA) search to attempt to obtain the best possible current address for each
13 Settlement Class Member. If a Class Notice is returned as undeliverable without a forwarding address, the
14 Settlement Administrator shall promptly perform a skip trace search using Transunion, Nexis, Accurant,
15 or a substantially similar service to attempt to locate an updated address. (Settlement, ¶¶ 3.3, 3.4.)

16 107. Settlement Class Members who wish to exclude themselves from the Class Settlement must
17 submit a written Request for Exclusion to the Settlement Administrator postmarked or received no later
18 than 45 calendar days following the initial mailing of the Class Notice (the "Notice Response Deadline").
19 (Settlement, ¶ 3.5.) To be valid, the Request for Exclusion must contain the case name, the Settlement
20 Class Member's full name, address, and telephone number, a clear statement communicating the
21 Settlement Class Member's election to be excluded from the Settlement, and be personally signed by the
22 Settlement Class Member. (Settlement, ¶ 3.6.) Settlement Class Members cannot opt out of the PAGA
23 portion of the Settlement.

24 108. Settlement Class Members who wish to object to the Settlement may submit a written
25 objection to the Settlement Administrator on or before the Notice Response Deadline. (Settlement, ¶ 3.7.)
26 In the alternative, Settlement Class Members may appear in Court (or retain an attorney to appear in Court)
27 to present verbal objections at the Final Approval Hearing.

28 109. Any Settlement Class Member who properly requests exclusion will not receive any

Individual Settlement Payment and will not be bound by the Settlement. Settlement Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement and any judgment entered in the Action once the Settlement is approved by the Court.

110. I believe the proposed notice plan, calling for first-class mailed notice to all Settlement Class Members, as well as NCOA database searches and in-depth skip tracing on Class Notices returned as undeliverable without a forwarding address, is consistent with class notices approved by other state and federal courts, and under the circumstances here is the best notice practicable and the method most likely to reach the greatest number of Settlement Class Members.

CLASS COUNSEL'S FEES AND COSTS ARE REASONABLE

111. With a Gross Settlement Amount of \$1,250,000.00, the Settlement results in a substantial benefit to all Settlement Class Members and provides meaningful relief for the disputed wage and hour claims, which I believe places it well within the range of reasonableness.

112. Class Counsel will request an attorneys' fees award in the amount of \$500,000.00, which is equal to 40% of the Gross Settlement Amount. Class Counsel will also seek reimbursement of reasonable litigation costs in an amount not to exceed \$132,000.00.

113. Class Counsel has come to the following fee split agreement for which Plaintiffs have agreed to in writing: 54.5% of the total amount awarded as fees to ARCH Legal P.C., 33% to Aegis Law Firm PC, and 12.5% to Lavi & Ebrahimian, LLP.

114. These attorneys' fees in the amount of \$500,000.00 are warranted and reasonable because of the substantial work and effort Class Counsel incurred to achieve the Settlement on behalf of the Class.

115. Class Counsel has spent significant time and effort on tasks including, but not limited to: meeting and interviewing Plaintiffs; preparing and sending pre-litigation letters to Defendant requesting documents and the employment file for each Plaintiff; preparing and filing pre-litigation notice letters with the LWDA; preparing and filing the initial complaints and amended complaints in each of the coordinated actions; prosecuting proceedings before the JCCP coordinating court to consolidate the actions; propounding multiple sets of written discovery, including requests for production, special interrogatories, and form interrogatories on Defendant; reviewing and analyzing tens of thousands of pages of documents produced by Defendant, including time records, payroll records, wage statements, handbooks, policies,

1 arbitration agreements, and meal period waivers; taking and defending depositions of the named plaintiffs,
2 Defendant's PMK and lead staffing coordinator; retaining and working with an expert to analyze
3 Defendant's time and payroll records; conducting extensive interviews with Settlement Class Members to
4 gather evidence of the alleged violations; opposing Defendant's motion to compel Plaintiff Sanchez to
5 arbitration; preparing and litigating the Motion for Class Certification, including working with expert
6 witnesses and analyzing Defendant's time and payroll records; preparing for and participating in two
7 full-day mediations, including reviewing and analyzing thousands of time and pay records and preparing
8 comprehensive damage analyses and mediation briefs; performing extensive legal and factual research;
9 and preparing and finalizing the Settlement Agreement, Class Notice, and related settlement documents.

10 116. Class Counsel anticipates engaging in substantial additional work on behalf of the Class if
11 the Settlement gets preliminarily approved, including work overseeing the notice process, reviewing and
12 approving the individual payment calculations prepared by the Settlement Administrator, and answering
13 questions Settlement Class Members might have about the Settlement.

14 117. The fee request at final approval will be supported by a detailed explanation of the
15 qualifications of each timekeeper, and their corresponding hourly rate, along with an explanation of the
16 amount of time worked on the various tasks performed on behalf of Plaintiffs and the Class. Similarly, the
17 expenses request will be supported at the time of final approval with an explanation of the amount and
18 nature of the expenses incurred.

19 118. Although case law supports fee awards as high as 50% on common settlement funds of less
20 than \$10 million, Class Counsel's request for an attorneys' fees award 40% of the Gross Settlement
21 Amount is both reasonable and fair in light of the time, money, and effort invested in this case to date, the
22 complexity of the coordinated proceedings, and the significant obstacles overcome in the prosecution of
23 this Action.

24 119. In making a fee request in a class action cases such as this, I always analyze the factors that
25 the court must consider in awarding fees. I believe that such circumstances exist here to justify the
26 requested attorneys' fees award of 40% of the Gross Settlement Amount, including: (a) the skilled work
27 involved in achieving such a good settlement for the Class and bringing the action to an efficient
28

1 conclusion; and (b) the associated risks in taking this matter on a contingency basis over the course of
2 several years of complex coordinated litigation.

3 120. All costs incurred were necessary for the prosecution of this action, would normally have
4 been billed to a client paying for Class Counsel's services on a non-contingency basis, and were reasonable
5 for a case such as this, in which substantial discovery and litigation took place over several years in
6 multiple courts. Class Counsel's request for reimbursement of actual litigation expenses, which will not
7 exceed \$132,000.00, is reasonable, and all costs were necessarily incurred in pursuit of the Settlement.

8 121. Class Counsel's cost agreement requires that costs shall be divided up and reimbursed to
9 each firm based on the amount of costs actually incurred by each firm.

10 122. I believe that the fees and expenses requested are fair, reasonable, and necessarily incurred
11 in pursuit of the Settlement. I believe that the time spent working on this case by attorneys and paralegals
12 at my firm reflect the reasonable and necessary amount of time to properly represent the interests of the
13 Class.

14 **CLASS REPRESENTATIVE SERVICE PAYMENTS ARE REASONABLE**

15 123. The Settlement Agreement provides that Plaintiffs can request, and Plaintiffs do so request,
16 Service Awards in the amount of \$10,000.00 each, for a total of \$40,000.00, which will be in addition to
17 the Individual Settlement Payments and PAGA Payments that each Plaintiff is entitled to receive as a
18 Participating Settlement Class Member.

19 124. Such service awards are routinely made in wage and hour class action cases such as this
20 one, particularly when, as here, each Plaintiff initiated or joined the action by seeking legal assistance
21 from Class Counsel; assisted with the preparation of LWDA notice letters and complaints; regularly
22 communicated with Class Counsel via telephone and email; provided and reviewed relevant documents;
23 identified potential witnesses; sat for depositions; attended mediation; and worked closely with Class
24 Counsel throughout this litigation to protect the best interests of the Class. A thorough description of the
25 time and efforts made by each Plaintiff in pursuing this case are included in Plaintiffs' respective
26 declarations, filed concurrently herewith.

27 125. Each Plaintiff's participation was an essential element that allowed Class Counsel to reach
28 the Settlement. I believe other Settlement Class Members would not have taken any action individually,

1 and they would not have received the compensation afforded by this Settlement but for the contributions
2 by the Plaintiffs.

3 126. Plaintiffs also assumed the risk of an adverse judgment and the financial responsibility of
4 such judgment by bringing and maintaining the action. By stepping forward as the class representatives,
5 they jeopardized the availability of prospective employment because their name is now associated with a
6 lawsuit against their former employer.

7 127. Furthermore, under the terms of the Settlement, Plaintiffs have agreed to a general release
8 of their claims, including a waiver of rights under California Civil Code section 1542, which is an
9 expansive release that is not required of the other Settlement Class Members who will only execute a
10 limited release of claims.

11 128. I believe that the requested Service Awards of \$10,000.00 each, for a total of \$40,000.00,
12 are fair and reasonable, and are in line with awards granted in similar actions.

13 **PROVISIONAL CERTIFICATION OF THE CLASS IS APPROPRIATE**

14 129. For the purposes of settlement only, Plaintiffs contend, and Defendant does not dispute,
15 that provisional certification of the Class is appropriate.

16 130. The Class definition is precise, objective, presently ascertainable, and makes abundantly
17 clear who is a Settlement Class Member.

18 131. Settlement Class Members can be identified easily by way of Defendant's records, which
19 include Settlement Class Members' full names, dates of employment during the Settlement Class Period,
20 social security numbers or taxpayer identification numbers, the amounts of payments made to Settlement
21 Class Members, mailing addresses, and telephone numbers.

22 132. Defendant has identified approximately 1,807 Settlement Class Members. Thus, the
23 proposed Class satisfies the numerosity requirement.

24 133. During formal and informal discovery, Defendant produced employee handbooks and
25 standalone policies and procedures that Plaintiffs contend were applicable to all Settlement Class
26 Members during the Settlement Class Period. Defendant's PMK provided testimony on the policies and
27 practices that applied to all Settlement Class Members. After reviewing the documents, data, and
28

1 testimony, I believe common issues of fact and law predominate as to each of the claims alleged on behalf
2 of Settlement Class Members.

3 134. At all times during their employment with Defendant, Plaintiffs worked as non-exempt
4 employees and were subject to the same policies and procedures as other Settlement Class Members.
5 Therefore, Plaintiffs' claims are typical of the Class they seek to represent because they were subject to
6 the same alleged illegal policies, procedures, practices, and course of conduct as Settlement Class
7 Members.

8 135. Throughout the pendency of this litigation, I believe the Plaintiffs have had no conflict of
9 interest with the Class and have, along with Class Counsel, worked toward a positive resolution of this
10 coordinated case over several years, demonstrating their dedication to prosecuting this action and
11 obtaining the best possible recovery for the Class. Plaintiffs can and will adequately represent the interests
12 of all Settlement Class Members because Plaintiffs seek to obtain the same relief as all other Settlement
13 Class Members: full compensation and penalties due to them. Since all Settlement Class Members need
14 to demonstrate the same elements to recover on their claims, the interests of Settlement Class Members
15 are sufficiently aligned with those of Plaintiffs, and Plaintiffs can be expected to pursue the interests of all
16 Settlement Class Members adequately. In addition, Plaintiffs retained counsel with extensive experience
17 in prosecuting complex wage and hour class actions who have worked diligently to obtain the proposed
18 Settlement for the Class.

19 136. I believe that this case could not have continued without the efforts of each Named Plaintiff
20 or their desire to obtain this positive result for the Class. There are no conflicts between Plaintiffs, Class
21 Counsel, and the Settlement Class Members.

22 137. By consolidating more than 1,807 potential individual actions into a single proceeding, this
23 Court's use of the class action device enables it to manage this litigation in a manner that promotes a better
24 use of the time, effort, and expense for the litigants and the judicial system. Absent class treatment,
25 similarly situated employees with small, but nevertheless potentially meritorious claims for damages
26 would, as a practical matter, have no means of redress because of the time, effort, and expense required
27 to prosecute individual actions. Accordingly, I believe class treatment is superior to other available
28 methods for the fair and efficient adjudication of the controversy.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this 13th day of May, 2026, in San Diego, California.

Nathan Reese
NATHAN J. REESE

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant Associated Health Professionals, Inc. (“Defendant”), concerning *Associated Health Wage and Hour Cases*, JCCP No. 5219, pending in the Superior Court of California, County of San Diego.

1. DEFINITIONS

- 1.1. “Action” or “Actions” collectively means the coordinated wage and hour class action and Private Attorneys General Act (“PAGA”) representative actions consolidated under Judicial Council Coordination Proceeding No. 5219 (Associated Health Wage and Hour Cases), pending in the Superior Court of California, County of San Diego, assigned to the Honorable Blaine K. Bowman, Department C-74, including: (a) *Napper v. Associated Health Professionals, Inc.*, Los Angeles County Superior Court Case No. 21STCV09332; (b) *Sanchez v. Associated Health Professionals, Inc.*, San Diego County Superior Court Case No. 37-2019-00035374; (c) *Guillory v. Associated Health Professionals, Inc.*, San Bernardino County Superior Court Case No. CIVSB2210910; and (d) *Guillory v. Associated Health Professionals, Inc.*, San Bernardino County Superior Court Case No. CIVSB2223523.
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC, the neutral third-party entity jointly selected by the Parties and approved by the Court to administer the Settlement.
- 1.3. “Administration Costs” means the actual and direct costs reasonably charged by the Settlement Administrator for its services in administering the Settlement, currently projected by the Parties not to exceed \$15,450.00.
- 1.4. “Allegedly Aggrieved Employees” or “Aggrieved Employees” means all non-exempt employees employed by Defendant during the PAGA Period.
- 1.5. “Attorneys’ Fees and Costs Payment” means the amount to be paid to Class Counsel for attorneys’ fees and litigation costs as approved by the Court, not to exceed \$500,000.00 in fees and \$132,000.00 in costs.
- 1.6. “Class” or “Settlement Class” means all non-exempt employees who were employed by and staffed by Defendant during the Class Period.
- 1.7. “Class Counsel” means Nathan J. Reese and Samara A. Bahu of ARCH Legal, P.C.; Kashif Haque, Samuel A. Wong, Jessica L. Campbell, and Joseph M. Szilagyi of AEGIS Law Firm, PC; and Joseph Lavi, Vincent C. Granberry, and James Clark of Lavi & Ebrahimian, LLP.
- 1.8. “Settlement Class List” means the list of all Settlement Class Members as maintained in Defendant’s records, including each Settlement Class Member’s name, last known

mailing address, Social Security Number or taxpayer identification number, and total number of Workweeks worked during the Class Period.

- 1.9. “Settlement Class Member” means any individual who is a member of the Settlement Class.
- 1.10. “Class Notice” or “Notice” means the Court-approved Notice of Proposed Class Action and PAGA Settlement substantially in the form attached as Exhibit A to this Agreement.
- 1.11. “Class Notice Packet” means the packet sent to Settlement Class Members containing the Class Notice and any other required documents or forms.
- 1.12. “Settlement Class Period” means March 8, 2017 through February 6, 2026.
- 1.13. “Settlement Class Released Claims” means any and all claims and damages arising from any of the facts alleged in Plaintiffs’ Consolidated Complaint, or that could have been raised based on the facts alleged in the Consolidated Complaint, including claims for damages arising from Defendant’s alleged failure to provide legally compliant meal periods; failure to provide legally compliant rest periods; failure to pay minimum and regular wages; failure to pay overtime wages; failure to pay reporting time pay; failure to timely pay all wages due upon separation of employment; failure to reimburse for necessary business expenses; failure to furnish accurate itemized wage statements; failure to maintain accurate records; and Defendant’s alleged unfair business practices stemming from these alleged Labor Code violations. The period of the Settlement Class Release shall cover the entirety of the Settlement Class Period.
- 1.14. “Class Representative Service Award” or “Enhancement Payment” means the amount to be paid to the Named Plaintiffs in recognition of their service as class representatives, not to exceed \$10,000.00 per Named Plaintiff, as approved by the Court.
- 1.15. “Court” means the Superior Court of California, County of San Diego, assigned to the Honorable Blaine K. Bowman, Department C-74.
- 1.16. “Defendant” or “AHP” means Associated Health Professionals, Inc.
- 1.17. “Defendant’s Counsel” or “Defense Counsel” means Tracie Childs and Andrew J. Deddeh of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18. “Effective Date” means the date on which the Judgment becomes a Final Judgment. If no objections or appeals are filed, the Effective Date is the date the Court grants final approval of the settlement. If objections or appeals are filed, the Effective Date is the date on which the Judgment becomes a Final Judgment as defined in Section 1.19.
- 1.19. “Final Judgment” means the latest of: (a) if no appeal is filed, the date upon which the time for filing or noticing any appeal from the Judgment has expired; (b) if an appeal is filed and rejected or dismissed, the date of rejection or dismissal and the expiration of the time to pursue further appeal; or (c) if an appeal is taken and the judgement is

affirmed, the date of the appellate court issues an order affirming the judgment.

- 1.20. “Gross Settlement Amount” means \$1,250,000.00, which is the maximum amount Defendant will pay to resolve all claims in the Action, including all Individual Settlement Payments, PAGA Payments to Allegedly Aggrieved Employees, the LWDA Payment, the Class Representative Service Awards, the Attorneys’ Fees and Costs Payment, and the Administration Costs.
- 1.21. “Individual Settlement Payment” means the gross payment amount due to each Participating Class Member calculated as set forth in Section 2 of this Agreement based on the number of Workweeks the Class Member worked during the Class Period.
- 1.22. “LWDA Payment” means seventy-five percent (75%) of the Total PAGA Payment, which shall be paid to the LWDA as required by California Labor Code section 2699(i).
- 1.23. “Named Plaintiffs” or “Class Representatives” means Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory.
- 1.24. “Net Settlement Amount” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs Payment, the Class Representative Service Awards, the Administration Costs, and the Total PAGA Payment. The Net Settlement Amount shall be distributed to Participating Class Members as Individual Settlement Payments.
- 1.25. “Non-Participating Settlement Class Member” means any Settlement Class Member who submits a timely and valid Request for Exclusion and is therefore excluded from the Settlement Class.
- 1.26. “PAGA Payment” means the payment to each Allegedly Aggrieved Employee representing their share of twenty-five percent (25%) of the Total PAGA Payment, calculated based on the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.27. “PAGA Civil Penalties” or “PAGA Payment” means the total amount allocated from the Gross Settlement Amount to resolve the PAGA claims alleged in the Action, which shall be \$75,000.00.
- 1.28. “PAGA Period” means the period of between January 2, 2020 through February 6, 2026.
- 1.29. “PAGA Released Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the Consolidated Complaint. The period of the PAGA release shall cover the entirety of the PAGA Period.
- 1.30. “Participating Settlement Class Member” means any Settlement Class Member who does not submit a timely and valid Request for Exclusion and who is therefore entitled to receive an Individual Settlement Payment.

- 1.31. “Pay Period” means a workweek as defined by Defendant’s payroll practices during the Settlement Class Period and PAGA Period.
- 1.32. “Released Parties” means Defendant Associated Health Professionals, Inc., and its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, shareholders, members, managers, employees, agents, representatives, insurers, and attorneys.
- 1.33. “Settlement” means the settlement of the Action as set forth in this Agreement.
- 1.34. “Settlement Agreement” or “Agreement” means this Alleged Class Action and PAGA Settlement Agreement, including all exhibits attached hereto.
- 1.35. “Total PAGA Payment” means the total amount allocated from the Gross Settlement Amount to resolve the PAGA claims, consisting of the LWDA Payment (75%) and the aggregate PAGA Payments (25%).
- 1.36. “Workweeks” means the total number of weeks during the Settlement Class Period in which a Settlement Class Member performed any work for Defendant as a non-exempt employee in California. For purposes of calculating Individual Settlement Payments, any partial week in which a Settlement Class Member worked shall be counted as one full Workweek.

2. MONETARY TERMS

- 2.1. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement and Court approval, Defendant agrees to pay a Gross Settlement Amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00). The Gross Settlement Amount represents the maximum amount Defendant will pay to fully resolve and settle all claims alleged in the Action, including all Class Released Claims and PAGA Released Claims. The Gross Settlement Amount is a non-reversionary common fund, meaning that no portion of the Gross Settlement Amount will revert to Defendant for any reason. The Gross Settlement Amount is all-inclusive and encompasses all payments contemplated by this Agreement, including Individual Settlement Payments to Participating Settlement Class Members, PAGA Payments to Allegedly Aggrieved Employees, the LWDA Payment, the Class Representative Service Awards, the Attorneys’ Fees and Costs Payment, and the Administration Costs.
- 2.2. **Employer-Side Payroll Taxes.** Defendant’s share of payroll taxes on the wage portion of Individual Settlement Payments shall be paid by Defendant separately from and in addition to the Gross Settlement Amount. These employer-side payroll taxes are not included in or deducted from the Gross Settlement Amount. The Settlement Administrator shall calculate the employer-side payroll taxes based on the wage allocation of Individual Settlement Payments and shall coordinate with Defendant to ensure timely payment and proper reporting to the appropriate governmental authorities.
- 2.3. **Allocation of the Gross Settlement Amount.** The Gross Settlement Amount shall be

allocated among the following components, subject to Court approval:

- 2.3.1. **Attorneys' Fees.** Class Counsel may apply to the Court for an award of attorneys' fees not to exceed forty percent (40%) of the Gross Settlement Amount, which equals Five Hundred Thousand Dollars (\$500,000.00). Defendant will not oppose Class Counsel's request for attorneys' fees provided the request does not exceed this amount. The Attorneys' Fees Payment shall compensate Class Counsel for all work performed in investigating, prosecuting, and resolving the claims alleged in the Action on behalf of the Settlement Class and Allegedly Aggrieved Employees. If the Court approves attorneys' fees in an amount less than requested by Class Counsel, the difference shall be added to and distributed as part of the Net Settlement Amount. The Attorneys' Fees Payment shall be reported to Class Counsel on IRS Form 1099, and Class Counsel shall be solely responsible for any taxes owed on such payment.
- 2.3.2. **Litigation Costs.** Class Counsel may apply to the Court for reimbursement of litigation costs of not more than \$132,000.00, which represent the costs actually incurred in the investigation, prosecution, and resolution of the Action. Defendant will not oppose Class Counsel's request for reimbursement of reasonable litigation costs actually incurred. If the Court approves a Litigation Costs Payment in an amount less than requested by Class Counsel, the difference shall be added to and distributed as part of the Net Settlement Amount. The Litigation Costs Payment shall be reported to Class Counsel on IRS Form 1099, and Class Counsel shall be solely responsible for any taxes owed on such payment.
- 2.3.3. **Settlement Administration Costs.** All costs of settlement administration shall be paid from the Gross Settlement Amount. The Administration Costs shall not exceed \$15,450.00 except for a showing of good cause and as approved by the Court. If the actual Administration Costs are less than the amount allocated from the Gross Settlement Amount, the difference shall be added to and distributed as part of the Net Settlement Amount.
- 2.3.4. **Class Representative Service Awards and General Releases.** In recognition of their service as Class Representatives, including the time and effort expended in pursuing the Action, the risks undertaken in doing so, and their agreement to provide a general release of claims including a waiver of rights under California Civil Code section 1542, the four Named Plaintiffs may apply to the Court for a Class Representative Service Award. Defendant agrees not to oppose an application for service awards totaling Forty Thousand Dollars (\$40,000.00) from the Gross Settlement Amount, to be distributed as Ten Thousand Dollars (\$10,000.00) to each of Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory. The Class Representative Service Awards compensate the Named Plaintiffs for their participation in and contribution to the prosecution and resolution of the Action. The Class Representative Service Awards also compensate the Named Plaintiffs for executing a general release of all claims against the Released Parties, including unknown claims pursuant to California Civil Code section 1542, which release extends beyond the Class Released Claims and PAGA Released Claims. If the

Court approves service awards in an amount less than requested, the difference shall be added to and distributed as part of the Net Settlement Amount. The Class Representative Service Awards shall be reported to the Named Plaintiffs on IRS Form 1099 as non-wage compensation, and the Named Plaintiffs shall be solely responsible for any taxes owed on such payments. The Named Plaintiffs shall also receive Individual Settlement Payments as Participating Settlement Class Members calculated in the same manner as all other Participating Settlement Class Members based on their Workweeks worked during the Settlement Class Period.

2.3.5. **PAGA Civil Penalties.** Seventy-Five Thousand Dollars (\$75,000.00) of the Gross Settlement Amount shall be allocated to settle all claims for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698 et seq.) alleged in the Action (the “Total PAGA Payment”). The Total PAGA Payment shall be allocated as follows:

- (a) **LWDA Payment.** Seventy-five percent (75%) of the Total PAGA Payment, which equals Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00), shall be paid to the California Labor and Workforce Development Agency (LWDA) as required by Labor Code section 2699(i). The Settlement Administrator shall issue a check payable to the LWDA and mail it to the LWDA at the address provided by the LWDA or as otherwise directed by the Court.
- (b) **PAGA Payments.** Twenty-five percent (25%) of the Total PAGA Payment, which equals Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00), shall be distributed to Allegedly Aggrieved Employees who worked during the PAGA Period. Each Allegedly Aggrieved Employee’s individual PAGA Payment shall be calculated by dividing \$18,750.00 by the total number of Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period, and then multiplying that quotient by the number of Pay Periods the individual Allegedly Aggrieved Employee worked during the PAGA Period. The calculation formula is as follows:

Individual PAGA Payment = (\$18,750.00 ÷ Total Pay Periods for All Allegedly Aggrieved Employees) × Individual Allegedly Aggrieved Employee’s Pay Periods

All PAGA Payments shall be reported to Allegedly Aggrieved Employees on IRS Form 1099 as payments of penalties, and Allegedly Aggrieved Employees shall be solely responsible for any taxes owed on such payments. Allegedly Aggrieved Employees who submit timely and valid Requests for Exclusion and become Non-Participating Settlement Class Members shall still receive their PAGA Payments because PAGA claims are representative in nature and cannot be opted out of under California law.

2.3.6. **Net Settlement Amount.** After deducting from the Gross Settlement Amount the amounts approved by the Court for the Attorneys’ Fees and Costs Payment, the

Class Representative Service Awards, the Administration Costs, and the Total PAGA Payment, the remaining funds shall constitute the Net Settlement Amount (also referred to as the “Net Settlement Fund”). The Net Settlement Amount shall be distributed to Participating Settlement Class Members as Individual Settlement Payments in accordance with the allocation formula set forth in Section 2.3.7 below.

- 2.3.7. **Calculation of Individual Settlement Payments.** Each Participating Settlement Class Member shall receive an Individual Settlement Payment from the Net Settlement Amount calculated on a pro rata basis according to the total number of Workweeks the Settlement Class Member worked for Defendant during the Settlement Class Period. The calculation formula is as follows:

Individual Settlement Payment = (Net Settlement Amount ÷ Total Workweeks for All Participating Settlement Class Members) × Individual Settlement Class Member’s Workweeks

- 2.3.8. **Tax Allocation and Reporting for Individual Settlement Payments.** Subject to Court approval, each Participating Settlement Class Member’s Individual Settlement Payment shall be allocated for tax reporting purposes as follows:

- (a) **Twenty Percent (20%) Wages.** Twenty percent (20%) of each Individual Settlement Payment shall be allocated to settlement of wage claims. This portion of the Individual Settlement Payment shall be reported to the Participating Settlement Class Member on IRS Form W-2 as wages.
- (b) **Forty Percent (40%) Penalties.** Forty percent (40%) of each Individual Settlement Payment shall be allocated to settlement of claims for statutory penalties. This portion of the Individual Settlement Payment shall be reported to the Participating Settlement Class Member on IRS Form 1099-MISC or 1099-NEC as non-wage income.
- (c) **Forty Percent (40%) Interest.** Forty percent (40%) of each Individual Settlement Payment shall be allocated to settlement of claims for interest on unpaid wages and penalties. This portion of the Individual Settlement Payment shall be reported to the Participating Settlement Class Member on IRS Form 1099-MISC or 1099-NEC as non-wage income.

Each Participating Settlement Class Member is solely responsible for all taxes and agrees to indemnify Defendant, Released Parties, Class Counsel, Defense Counsel, and the Settlement Administrator from any tax-related claims.

3. SETTLEMENT ADMINISTRATION

- 3.1. **Selection and Appointment of Settlement Administrator.** The Parties have jointly selected Apex Class Action, LLC to serve as the Settlement Administrator, subject to Court approval. The Settlement Administrator agrees to be bound by the terms of this Agreement and to perform, in a fiduciary capacity, all duties specified in this

Agreement in exchange for payment of the Administration Costs from the Gross Settlement Amount. The Settlement Administrator shall maintain the confidentiality of all Settlement Class Member information and Class Data and shall use such information solely for purposes of administering this Settlement. The Settlement Administrator represents that it has no conflicts of interest with the Parties, Class Counsel, or Defendant's Counsel and has adequate errors and omissions insurance coverage to perform its duties under this Agreement. The Settlement Administrator shall maintain secure procedures for protecting the security of all Class Data, including encryption and password protection of all electronic files containing personally identifiable information.

- 3.2. **Settlement Class List and Class Data.** Within twenty-one (21) calendar days after the Court enters the order granting Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of all Settlement Class Members and all PAGA Allegedly Aggrieved Employees. The Class Data shall be provided in the form of an encrypted or password-protected Microsoft Excel spreadsheet and shall include, for each Settlement Class Member and Allegedly Aggrieved Employee, the following information to the extent maintained in Defendant's records: (a) full legal name; (b) last known mailing address; (c) last known telephone number; (d) Social Security Number or taxpayer identification number (last four digits at minimum); (e) total number of Workweeks worked during the Settlement Class Period; and (f) total number of Pay Periods worked during the PAGA Period. Defendant shall have a continuing duty to notify Class Counsel and the Settlement Administrator promptly if it discovers that the Class Data omitted required information or contains errors, and to provide corrected or updated Class Data as soon as reasonably practicable. The Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing, incomplete, or erroneous Class Data. Within three (3) business days after receiving the Class Data, the Settlement Administrator shall notify Class Counsel and Defendant's Counsel that the Class Data has been received and shall state the total number of Settlement Class Members, the total number of PAGA Allegedly Aggrieved Employees, and the total number of Workweeks and Pay Periods reflected in the Class Data.
- 3.3. **Notice to Settlement Class Members.** Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail the Class Notice Packet to all Settlement Class Members identified in the Class Data. Prior to mailing the Class Notice Packet, the Settlement Administrator shall run a search on the National Change of Address ("NCOA") database maintained by the United States Postal Service for each Settlement Class Member to attempt to obtain the best possible current address. The Class Notice Packet shall be sent via first-class United States mail, postage prepaid. The Class Notice Packet shall include: (a) the Class Notice substantially in the form attached as Exhibit A to this Agreement, completed to reflect the Court's Preliminary Approval Order and showing each Settlement Class Member's estimated Individual Settlement Payment based on the Settlement Class Member's Workweeks worked; (b) a form for submitting a Request for Exclusion; and (c) instructions for submitting objections and disputes.

- 3.4. **Undeliverable Class Notice Packets and Re-Mailing Procedures.** If a Class Notice Packet sent via first-class mail is returned to the Settlement Administrator as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator shall promptly re-mail the Class Notice Packet to that forwarding address within seven (7) calendar days of receiving the returned mail. If a Class Notice Packet is returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly perform at least one skip trace search (using Transunion, Nexis, Accurant, or a substantially similar service) to attempt to locate an updated address for the Settlement Class Member. If an updated address is located through the skip trace search, the Settlement Administrator shall re-mail the Class Notice Packet to the updated address within seven (7) calendar days of completing the skip trace. The Settlement Administrator shall include with any re-mailing to a forwarded or updated address a brief cover letter stating that the recipient has until the later of: (i) the original Notice Response Deadline set forth in the Class Notice; or (ii) fifteen (15) calendar days after the re-mailing of the Class Notice Packet, to submit a Request for Exclusion, objection, or dispute. The Settlement Administrator need not take further steps to deliver Class Notice Packets to Settlement Class Members whose re-mailed packets are returned as undeliverable a second time.
- 3.5. **Notice Response Deadline.** The Notice Response Deadline shall be forty-five (45) calendar days after the initial mailing of the Class Notice Packet. The Notice Response Deadline shall be prominently stated in the Class Notice. All Requests for Exclusion, objections, and disputes must be postmarked or received by the Settlement Administrator on or before the Notice Response Deadline to be considered timely, except as otherwise provided in Section 3.4 above for Settlement Class Members whose Class Notice Packets were re-mailed.
- 3.6. **Requests for Exclusion (Opt-Out Procedures).** The Class Notice shall provide that any Settlement Class Member who wishes to exclude himself or herself from the Settlement must submit a written Request for Exclusion postmarked or received by the Settlement Administrator on or before the Notice Response Deadline. To be valid, a Request for Exclusion must: (a) contain the case name; (b) contain the Settlement Class Member's full name, address, and telephone number; (c) contain a clear statement that the Settlement Class Member wishes to be excluded from the Settlement; and (d) be personally signed by the Settlement Class Member. Pre-printed or form Requests for Exclusion that appear to be the product of a mass mailing shall not be honored unless accompanied by a separate signed statement from the Settlement Class Member confirming his or her intent to opt out. Requests for Exclusion submitted by anyone other than the Settlement Class Member, including by an attorney or representative, shall not be valid unless accompanied by a signed authorization from the Settlement Class Member. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel copies of all Requests for Exclusion received, whether timely or untimely, valid or invalid, within three (3) business days of receipt. Within seven (7) calendar days after the Notice Response Deadline, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a final report identifying all Settlement Class Members who submitted valid and timely Requests for Exclusion. Any Settlement Class Member who properly and timely requests exclusion using these

procedures will not receive any Individual Settlement Payment from the Settlement, will not be bound by the Class Released Claims or other terms of this Agreement applicable to Participating Settlement Class Members, and will have no right to object to or appeal from the Settlement. However, Settlement Class Members who opt out shall still be Allegedly Aggrieved Employees bound by the PAGA Released Claims if they worked during the PAGA Period, because PAGA representative claims cannot be opted out of under California law. Such Non-Participating Settlement Class Members who are also Allegedly Aggrieved Employees shall still receive their PAGA Payments.

- 3.7. **Objection Procedures.** Any Settlement Class Member who wishes to object to the Settlement must submit a written objection postmarked or received by the Settlement Administrator on or before the Notice Response Deadline. To be valid, an objection must: (a) contain the case name; (b) contain the Settlement Class Member's full name, address, and telephone number; (c) contain a written statement of all grounds for the objection, including any factual support for each stated ground; and (d) be personally signed by the Settlement Class Member. Any Settlement Class Member who fails to submit a timely written objection in accordance with these procedures shall be deemed to have waived any objections and shall be forever barred from making any such objections in the Action or any other proceeding or from challenging the Settlement, the Final Approval, or the Judgment. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel copies of all objections received, whether timely or untimely, valid or invalid, within three (3) business days of receipt. A Settlement Class Member who submits a valid and timely objection but does not opt out of the Settlement shall remain a Participating Settlement Class Member, shall be bound by the terms of this Agreement if the Court grants Final Approval, and shall be entitled to receive an Individual Settlement Payment. Settlement Class Members who object to the Settlement retain the right to appear at the Final Approval Hearing, in person or through counsel retained at their own expense, to present their objections to the Court.
- 3.8. **Disputes Regarding Individual Settlement Allocations.** The Class Notice shall inform each Settlement Class Member of the estimated Individual Settlement Payment he or she will receive based on Defendant's records of the number of Workweeks worked during the Settlement Class Period. Any Settlement Class Member who disagrees with the number of Workweeks credited to him or her, or who believes the estimated Individual Settlement Payment shown in the Class Notice is incorrect, may submit a written dispute to the Settlement Administrator postmarked or received on or before the Notice Response Deadline. The Parties shall meet and confer in good faith to determine whether adjustments to the Settlement Class Member's Workweeks and estimated Individual Settlement Payment are warranted based on the documentation and information provided. Any disputes not submitted in writing to the Settlement Administrator by the Notice Response Deadline shall be deemed waived.
- 3.9. **Settlement Administrator's Reports and Declaration of Due Diligence.** The Settlement Administrator shall provide weekly status reports to Class Counsel and Defendant's Counsel regarding the administration of the Settlement, including the number of Class Notice Packets mailed, the number of Class Notice Packets returned

as undeliverable, the number of re-mailings performed, the number of Requests for Exclusion received, the number of objections received, and the number of disputes received. At least seven (7) calendar days prior to the deadline for Plaintiffs to file their motion for Final Approval of the Settlement, the Settlement Administrator shall provide to Class Counsel and Defendant's Counsel a declaration of due diligence and proof of mailing regarding the mailing of the Class Notice Packet.

- 3.10. **Defendant's Funding Obligation.** Within twenty-one (21) calendar days after the Effective Date, Defendant shall transfer the full Gross Settlement Amount to the Settlement Administrator for deposit into the Qualified Settlement Fund. Defendant shall also separately pay to the Settlement Administrator all amounts necessary to pay Defendant's share of employer-side payroll taxes on the wage portion (20%) of all Individual Settlement Payments. The Settlement Administrator shall deposit the Gross Settlement Amount into one or more interest-bearing accounts at a federally insured financial institution. All interest earned on the Gross Settlement Amount while held in the Qualified Settlement Fund shall become part of the Gross Settlement Amount and shall be distributed as part of the Net Settlement Amount to Participating Settlement Class Members. The Settlement Administrator shall be responsible for all tax reporting and filings required for the Qualified Settlement Fund, including filing all necessary tax returns and issuing all required tax forms.
- 3.11. **Distribution of Settlement Payments.** Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and the employer-side payroll taxes, the Settlement Administrator shall calculate the final Individual Settlement Payments, PAGA Payments, and all other payments due under the Settlement, and shall issue and mail all settlement checks.
- 3.12. **Void Date and Check Cashing Deadline.** All settlement checks issued to Participating Settlement Class Members and Allegedly Aggrieved Employees shall bear a prominent notation on the face of the check stating that the check will become void and non-negotiable if not cashed within one hundred eighty (180) calendar days from the date of mailing (the "Void Date"). The Void Date shall be clearly stated in the Class Notice and on each settlement check. Before mailing any settlement checks, the Settlement Administrator shall update all addresses using the National Change of Address database. If a settlement check is returned to the Settlement Administrator as undeliverable with a forwarding address provided by the United States Postal Service, the Settlement Administrator shall promptly re-mail the check to the forwarding address. If a settlement check is returned as undeliverable without a forwarding address, the Settlement Administrator shall promptly perform at least one skip trace search and re-mail the check to any updated address located. If a Participating Settlement Class Member or Allegedly Aggrieved Employee has not cashed his or her settlement check within one hundred twenty (120) calendar days of the initial mailing, the Settlement Administrator shall send the individual a reminder notice via first-class mail informing him or her that the check will become void and non-negotiable unless cashed by the Void Date. The reminder notice shall also inform the individual that if the check was lost, stolen, or misplaced, the Settlement Administrator will issue a replacement check upon request, provided the request is made in writing before the

Void Date. For any Settlement Class Member whose Individual Settlement Payment check or PAGA Payment check is uncashed and cancelled after the Void Date or remailing extension, the Administrator shall transmit the funds represented by such check(s) to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

- 3.13. **Continuing Obligations.** The Settlement Administrator's obligations under this Agreement shall continue until all settlement payments have been made, all tax reporting and filings have been completed, any second distribution or cy pres distribution has been made, a final accounting has been provided to the Parties and the Court, and the Settlement Administrator has been discharged by the Court. The Settlement Administrator shall retain all records related to the administration of the Settlement for a period of at least four (4) years following the completion of all distributions and shall make such records available for inspection by the Parties or the Court upon reasonable notice.

4. RELEASE OF CLAIMS

- 4.1. **Release by Participating Settlement Class Members.** Upon the Effective Date, all Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge the Released Parties from any and all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, that were alleged or could have been alleged based on the facts alleged in the Consolidated Complaint filed in this Action, arising during the Settlement Class Period (the "Class Released Claims"). The Class Released Claims include, but are not limited to, claims for: (a) failure to provide legally compliant meal periods; (b) failure to provide legally compliant rest periods; (c) failure to pay minimum wages, regular wages, and overtime wages; (d) failure to pay reporting time wages; (e) failure to timely pay all wages due upon separation of employment; (f) failure to reimburse necessary business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to maintain accurate payroll records; (i) all derivative penalties and waiting time penalties associated with any such violations; and (j) unfair competition under California Business and Professions Code section 17200 et seq. stemming from the alleged Labor Code violations. The Class Released Claims shall cover the entirety of the Settlement Class Period. The res judicata effect of the Judgment will be the same as that of the Class Released Claims.
- 4.2. **Release of PAGA Claims.** Upon the Effective Date, all Allegedly Allegedly Aggrieved Employees and the LWDA, on behalf of themselves, the State of California, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge the Released Parties from all claims for civil penalties under the California Private Attorneys General Act, California Labor Code sections 2698 et seq., that were alleged or reasonably could have been alleged based on the facts alleged in the Consolidated Complaint, arising during the PAGA Period (the "PAGA Released Claims"). The PAGA Released Claims shall

cover the entirety of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the PAGA Released Claims. The Parties expressly recognize that the LWDA, by failing to participate in the Action after receiving proper notice pursuant to Labor Code section 2699.3, has agreed to permit Plaintiffs to prosecute the Action and that the LWDA is therefore bound by the terms of this Settlement and releases the PAGA Released Claims against the Released Parties. Allegedly Allegedly Aggrieved Employees who submit timely and valid Requests for Exclusion from the Settlement Class shall nonetheless remain bound by this PAGA release, as PAGA representative claims cannot be opted out of under California law.

- 4.3. **Named Plaintiffs' Enhanced Release.** In consideration for the Class Representative Service Awards provided to them under this Agreement, the Named Plaintiffs Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, generally release and discharge the Released Parties from all claims, transactions, occurrences, acts, omissions, or any other matters whatsoever between them that occurred or arose at any time from the beginning of time through the date the Named Plaintiffs execute this Agreement (the "Named Plaintiffs' Released Claims"). The Named Plaintiffs' Released Claims include, but are not limited to, all Class Released Claims and PAGA Released Claims as well as any and all other claims of any nature whatsoever that the Named Plaintiffs had, have, or may have against the Released Parties, whether known or unknown, suspected or unsuspected. The Named Plaintiffs' Enhanced Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment insurance benefits, disability benefits, social security benefits, or workers' compensation benefits.

- 4.3.1. **Waiver of Civil Code Section 1542.** As partial consideration for the Class Representative Service Awards, the Named Plaintiffs expressly waive and relinquish all rights and benefits they may have under section 1542 of the California Civil Code with respect to the Named Plaintiffs' Released Claims. Section 1542 of the California Civil Code provides:

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

The Named Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true with respect to the subject matter of the Named Plaintiffs' Released Claims, but agree, nonetheless, that the Named Plaintiffs' Enhanced Release shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. The Named Plaintiffs expressly acknowledge that they have read, understand, and voluntarily waive the provisions, rights, and benefits of California Civil Code section 1542.

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5. PRELIMINARY APPROVAL PROCESS

- 5.1. **Motion for Preliminary Approval.** As soon as practicable after execution of this Agreement, Class Counsel shall file with the Court a motion for preliminary approval of the Settlement (“Motion for Preliminary Approval”).
- 5.2. **Stipulation to Consolidated Complaint.** For settlement purposes only, and to facilitate the efficient resolution of all claims before a single Court, the Parties agree to stipulate to the filing of a Consolidated Complaint in the JCCP 5219 Action that incorporates all Plaintiffs and all claims alleged in each of the coordinated actions. If the Settlement is not granted final approval by the Court, or if the Judgment does not become a Final Judgment for any reason, the stipulation to file the Consolidated Complaint shall be deemed null and void, and the Parties shall return to their respective positions in the separate coordinated actions as they existed immediately before the execution of this Agreement, with all claims, defenses, procedural rights, and statutes of limitations preserved as if this Agreement had never been executed.
- 5.3. **Preliminary Certification of Settlement Class for Settlement Purposes Only.** The Parties stipulate, for purposes of settlement only, to the certification of the Settlement Class as defined in this Agreement. If the Settlement is not granted final approval by the Court, or if the Judgment does not become a Final Judgment for any reason, the stipulation to certify the Settlement Class shall be deemed null and void.
- 5.4. **Stay of Proceedings.** The Parties agree to request that the Court stay all proceedings in the coordinated actions and in the Sanchez arbitration during the pendency of the settlement approval process. Upon entry of the preliminary approval order, all pending hearings in the coordinated actions shall be vacated, all case-related deadlines shall be tolled, and no further proceedings shall take place except as necessary to effectuate the Settlement or as otherwise ordered by the Court. The stay of proceedings shall include, without limitation, a stay of the deadline to bring the Action to trial under California Code of Civil Procedure section 583.310 and any other applicable statute of limitations or time-to-trial requirement. If the Settlement is not granted final approval by the Court, or if the Judgment does not become a Final Judgment for any reason, the stay shall be lifted and the Parties shall return to their respective positions in the coordinated actions as they existed immediately before execution of this Agreement, with all deadlines recommencing and all procedural rights preserved.
- 5.5. **Cooperation of the Parties.** The Parties agree to cooperate fully with each other and to use their best efforts to obtain preliminary approval of the Settlement and to effectuate the terms of this Agreement. If the Court does not grant preliminary approval or conditions preliminary approval on any material change to this Agreement, the Parties shall meet and confer in good faith to determine whether they can accept the Court’s proposed conditions or modifications, or whether they can propose revised terms that would address the Court’s concerns while remaining consistent with the fundamental structure of the Settlement as set forth in this Agreement.

6. FINAL APPROVAL AND EFFECTIVE DATE

- 6.1. **Motion for Final Approval.** At least sixteen (16) court days before the Final Approval Hearing, or such other time as ordered by the Court, Class Counsel shall file with the

Court a motion for final approval of the Settlement.

- 6.2. **Objections and Right to Appear.** Any Settlement Class Member who has not submitted a timely and valid Request for Exclusion may object to the Settlement or appear at the Final Approval Hearing in accordance with the procedures set forth in Section 3.7 of this Agreement and the Class Notice. Settlement Class Members who submit timely written objections may appear at the Final Approval Hearing, in person or through counsel retained at their own expense, to present their objections to the Court. The Court retains discretion to limit or deny appearances that are duplicative or unnecessary.

7. MISCELLANEOUS PROVISIONS

- 7.1. **Class Size Modification and Escalator Clause.** Prior to and during mediation, Defendant represented that (1) there are 1,807 Settlement Class Members from March 9, 2017 through December 5, 2025 who collectively worked 78,662 pay periods; and (b) there are 1,193 Allegedly Aggrieved Employees from January 1, 2020 through December 5, 2025 who worked 43,059 pay periods. Should the total number of pay periods that Settlement Class Members worked increase by more than 10%, the Gross Settlement Amount shall increase on a pro rata basis in accordance with the increase in the number of pay periods above 78,662. Alternatively, Defendant will have the option to end the Class Period on the date the number of pay periods reaches 86,527.
- 7.2. **Entire Agreement.** This Settlement Agreement, together with all exhibits attached hereto, constitutes the entire agreement among the Parties with respect to the Settlement and supersedes all prior and contemporaneous agreements, understandings, representations, negotiations, and statements, whether oral or written, between the Parties concerning the subject matter hereof, including but not limited to the Memorandum of Understanding. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its subject matter other than the representations, warranties, and covenants expressly set forth herein.
- 7.3. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by authorized representatives of all Parties and approved by the Court.
- 7.4. **Governing Law.** All terms and conditions of this Settlement Agreement and all exhibits hereto shall be governed by and interpreted according to the internal substantive laws of the State of California, without regard to California's choice of law or conflict of laws principles.
- 7.5. **Continuing Jurisdiction of the Court.** The Court shall retain continuing and exclusive jurisdiction over the Parties, Settlement Class, and Settlement for all purposes, including enforcement and dispute resolution.
- 7.6. **Execution in Counterparts.** This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (including via DocuSign, Adobe Sign,

or other electronic signature platforms), or by email transmission of PDF signature pages. Electronic signatures shall be treated as original signatures.

- 7.7. **Headings for Convenience Only.** The section and paragraph headings used in this Settlement Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement.
- 7.8. **Construction and Interpretation.** This Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation of this Agreement.
- 7.9. **Severability.** If any provision is determined invalid, it shall be modified to the minimum extent necessary to make it valid, or if modification is not possible, severed. Remaining provisions remain in full force unless the invalid provision is so material that deletion makes the Settlement unreasonable.
- 7.10. **Binding Effect.** This Settlement Agreement binds the Parties, Released Parties, and all Settlement Class Members who do not timely opt out, along with their respective heirs, successors, and assigns.
- 7.11. **Notices.** All notices shall be in writing and sent to:

Class Counsel:

Nathan J. Reese, Esq.
Samara A. Bahu, Esq.
ARCH Legal, P.C.
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
nreese@archlegal.com
sbahu@archlegal.com

Kashif Haque, Esq.
Samuel A. Wong, Esq.
Joseph M. Szilagyi, Esq.
AEGIS Law Firm, PC
9811 Irvine Center Drive,
Suite 100
Irvine, CA 92618
khaque@aegislawfirm.com
jszilagyi@aegislawfirm.com

Joseph Lavi, Esq.
Vincent Granberry, Esq.
James Clark, Esq.
Lavi & Ebrahimian, LLP
8889 West Olympic
Boulevard, Suite 200
Beverly Hills, CA 90211
jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jclark@lelawfirm.com

Defendant and Defense Counsel:

Tracie Childs, Esq.
Andrew J. Deddeh, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
tracie.childs@ogletree.com
andrew.deddeh@ogletree.com

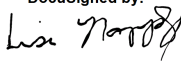
- 7.12. **Cooperation in Implementation.** The Parties agree to cooperate fully and use best efforts to implement the Settlement and obtain Court approval. If disputes arise regarding implementation, the Parties shall negotiate in good faith, and the Honorable Eddie C. Sturgeon (Ret.) shall be available to mediate. The Parties may also seek the Court's assistance.
- 7.13. **Voiding of Settlement.** Defendant may void this Agreement if 5% or more of Settlement Class Members submit valid opt-outs, by providing written notice within 10 days after receiving the Settlement Administrator's final opt-out report. If the Settlement is voided for any reason, all Parties return to their prior positions as if this Agreement never existed, with all rights, claims, and defenses preserved. The Agreement and all settlement negotiations remain inadmissible and confidential.
- 7.14. **Confidentiality Prior to Court Filing.** The terms and fact of this Settlement shall remain confidential until the Motion for Preliminary Approval is filed, except for disclosures to counsel, accountants, insurers, and other professionals with a legitimate need to know, or as required by law.
- 7.15. **No Encouragement to Opt Out.** The Parties and counsel agree not to solicit or encourage Settlement Class Members to opt out or object, but may respond to inquiries and provide factual information.
- 7.16. **Limitation of Liability.** No person shall have any claim against Defendant, Released Parties, Plaintiffs, Class Counsel, or the Settlement Administrator based on distributions, calculations, or determinations made in accordance with this Agreement and Court orders. The Settlement Administrator's determinations are final and binding except for manifest mathematical error or clear deviation from this Agreement.

8. SIGNATURE BLOCKS

The undersigned, being duly authorized, hereby execute this Class Action and PAGA Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

Dated: 5/13/2026

DocuSigned by:

 750BEBF1B4CD46A...

Lisa Napper
 Named Plaintiff

Dated: _____
 Queensly Asemota
 Named Plaintiff

Dated: _____
 Liliana Sanchez
 Named Plaintiff

- 7.12. **Cooperation in Implementation.** The Parties agree to cooperate fully and use best efforts to implement the Settlement and obtain Court approval. If disputes arise regarding implementation, the Parties shall negotiate in good faith, and the Honorable Eddie C. Sturgeon (Ret.) shall be available to mediate. The Parties may also seek the Court's assistance.
- 7.13. **Voiding of Settlement.** Defendant may void this Agreement if 5% or more of Settlement Class Members submit valid opt-outs, by providing written notice within 10 days after receiving the Settlement Administrator's final opt-out report. If the Settlement is voided for any reason, all Parties return to their prior positions as if this Agreement never existed, with all rights, claims, and defenses preserved. The Agreement and all settlement negotiations remain inadmissible and confidential.
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- 7.16. **Limitation of Liability.** No person shall have any claim against Defendant, Released Parties, Plaintiffs, Class Counsel, or the Settlement Administrator based on distributions, calculations, or determinations made in accordance with this Agreement and Court orders. The Settlement Administrator's determinations are final and binding except for manifest mathematical error or clear deviation from this Agreement.

8. SIGNATURE BLOCKS

The undersigned, being duly authorized, hereby execute this Class Action and PAGA Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

Dated: _____

Lisa Napper

Named Plaintiff

Dated: 5/13/2026



DocuSigned by

9406D0D29FEA474

Queensly Asemota

Named Plaintiff

Dated: _____

Liliana Sanchez

Named Plaintiff

- 7.12. **Cooperation in Implementation.** The Parties agree to cooperate fully and use best efforts to implement the Settlement and obtain Court approval. If disputes arise regarding implementation, the Parties shall negotiate in good faith, and the Honorable Eddie C. Sturgeon (Ret.) shall be available to mediate. The Parties may also seek the Court's assistance.
- 7.13. **Voiding of Settlement.** Defendant may void this Agreement if 5% or more of Settlement Class Members submit valid opt-outs, by providing written notice within 10 days after receiving the Settlement Administrator's final opt-out report. If the Settlement is voided for any reason, all Parties return to their prior positions as if this Agreement never existed, with all rights, claims, and defenses preserved. The Agreement and all settlement negotiations remain inadmissible and confidential.
- 7.14. **Confidentiality Prior to Court Filing.** The terms and fact of this Settlement shall remain confidential until the Motion for Preliminary Approval is filed, except for disclosures to counsel, accountants, insurers, and other professionals with a legitimate need to know, or as required by law.
- 7.15. **No Encouragement to Opt Out.** The Parties and counsel agree not to solicit or encourage Settlement Class Members to opt out or object, but may respond to inquiries and provide factual information.
- 7.16. **Limitation of Liability.** No person shall have any claim against Defendant, Released Parties, Plaintiffs, Class Counsel, or the Settlement Administrator based on distributions, calculations, or determinations made in accordance with this Agreement and Court orders. The Settlement Administrator's determinations are final and binding except for manifest mathematical error or clear deviation from this Agreement.

8. SIGNATURE BLOCKS

The undersigned, being duly authorized, hereby execute this Class Action and PAGA Settlement Agreement as of the dates set forth below.

PLAINTIFFS:

Dated: _____

 Lisa Napper
 Named Plaintiff

Dated: _____

 Queensly Asemota
 Named Plaintiff

Dated: 05/13/2026

 Signed by: 
 114045104426419...
 Liliana Sanchez
 Named Plaintiff

Dated: 05/13/2026 *Brittani Guillory*
Brittani Guillory
Named Plaintiff

DEFENDANT:

Dated: _____ ASSOCIATED HEALTH PROFESSIONALS, INC.

By: _____
Mary Anderson
President

BG

Dated: _____
Brittani Guillory
Named Plaintiff

DEFENDANT:

Dated: _____ ASSOCIATED HEALTH PROFESSIONALS, INC.

By: _____
Mary Anderson
President

EXHIBIT A

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

Associated Health Wage and Hour Cases, JCCP No. 5219

The Superior Court of the State of California, County of San Diego, authorized this Notice. It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from a lawsuit by former employees alleging claims on a class-wide basis against Associated Health Professionals, Inc. (“Defendant” or “AHP”) for alleged wage and hour violations. Former employees of Defendant, Lisa Napper, Queensly Asemota, Liliana Sanchez, and Brittani Guillory (“Plaintiffs”), filed multiple actions, collectively referred to as the “Action,” seeking relief on behalf of all individuals who were employed by Defendant as non-exempt employees in the State of California at any time during the Settlement Class Period [March 8, 2017 through February 6, 2026] (the “Class”). Plaintiffs also seek penalties under the California Private Attorneys General Act (“PAGA”) for all individuals who were employed by Defendant as non-exempt employees in California at any time during the PAGA Period [January 2, 2020 through February 6, 2026] (the “Allegedly Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement, requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement, requiring Defendant to fund PAGA Payments, as well as pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records and the Parties’ current assumptions, your estimated payments under the Settlement are as follows: **Individual Settlement Payment \$ [REDACTED] (less withholding); PAGA Allegedly Aggrieved Employee Payment \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Settlement Class Period and **[REDACTED] Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of this settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Settlement Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Settlement Class Period and/or PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or PAGA Payment. As a Participating Settlement Class Member, though, you will give up your right to assert Settlement Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written and signed Request for Exclusion or otherwise notify the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue wage claims against Defendant, and, if you are an Allegedly Aggrieved Employee, remain eligible for a PAGA Payment. You cannot opt-out of the PAGA portions of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Settlement Class Member, eligible for an Individual Settlement Payment and a PAGA Payment (if any). In exchange, you will give up your right to assert the released wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. See Section 6 of this Notice. <u>Non-Participating Class Members cannot object to any portion of the proposed Settlement or file an Appeal. See Section 7 of this Notice.</u> You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Settlement Class Members who do not opt-out ("Participating Settlement Class Members") can object to any aspect of the proposed Settlement. See Section 7 of this Notice.

Written Objections Must be Submitted by [REDACTED]	
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by using the Court's virtual appearance platform. Participating Settlement Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Class Shifts/PAGA Shifts Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Settlement Payment and PAGA Payment depends on how many Workweeks and Pay Periods you worked. The number of Workweeks and Pay Periods you worked, according to Defendant's records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges that Defendant violated California labor laws by failing to provide meal and rest breaks or pay premium wages in lieu thereof; failing to pay earned wages for all hours worked, including minimum wages or overtime wages; failing to pay reporting time pay; failing to pay wages timely during employment and upon termination; failing to reimburse employees for required expenses; failing to furnish accurate wage statements; failing to maintain accurate records; and engaging in unfair business practices related to or arising out of the foregoing. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: ARCH Legal, P.C., AEGIS Law Firm, PC, and Lavi & Ebrahimian, LLP ("Class Counsel").

Defendant strongly denies violating any laws and denies failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Settlement Class Members and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) as the Gross Settlement Amount. Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Defendant will fund the Gross Settlement Amount no later than twenty-one (21) calendar days after the Effective Date (the date the Judgment is final). The Judgment will be final on the date the Court enters Judgment, or a later date if a Participating Settlement Class Member timely objects to the proposed Settlement and appeals the Judgment.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$500,000 (40%) of the Gross Settlement Amount to Class Counsel for attorneys' fees and up to \$132,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Payment to each Plaintiff (\$40,000 total) for filing and participating in the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payments and PAGA Payments.
 - C. Up to \$15,450 to the Administrator for services administering the Settlement.
 - D. Up to \$75,000 for PAGA Penalties, with 75% (\$56,250) allocated to the LWDA PAGA Payment and 25% (\$18,750) allocated to the PAGA Payments.

Participating Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Settlement Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Settlement Class Members based on the total number of Workweeks worked during the Class Period.
4. Taxes Owed on Payments to Settlement Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Settlement Class Member’s Individual Settlement Payment to taxable wages (the “Wage Portion”) and 40% to penalties and 40% to interest (the “Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion.) The PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.** If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth (a) the case name; (b) your full name, address, and telephone number; (c) a clear statement that explains your wishes to be excluded from the settlement; and (d) be personally signed by you. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement (Non-Participating Class

Members) remain eligible for PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Settlement Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Settlement Class Members’ Requests for Exclusion. The Administrator will also decide Settlement Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.
9. Released Parties. Unless the Settlement Class Member timely opts out of the Settlement, Settlement Class Member will release Defendant and its past, present, and future parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, shareholders, members, managers, employees, agents, representatives, insurers, and attorneys from the Released Class Claims.
10. Participating Settlement Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description, whether known or unknown, that were alleged or could have been alleged based on the facts alleged in the Action against the Released Parties arising during the Settlement Class Period, including but not limited to claims for: failure to provide compliant meal periods; failure to provide compliant rest periods; failure to pay minimum wages, regular wages, and overtime wages; failure to pay reporting time wages; failure to timely pay all wages due upon

separation of employment; failure to reimburse necessary business expenses; failure to furnish accurate itemized wage statements; failure to maintain accurate payroll records; derivative penalties and waiting time penalties; and unfair competition under California Business and Professions Code section 17200 et seq. Except for Plaintiffs (as set forth in the Settlement Agreement), Participating Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or claims based on facts occurring outside the Settlement Class Period.

11. Allegedly Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Allegedly Aggrieved Employees will be barred from asserting PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Allegedly Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Settlement Class Members who are Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in this Action, that occurred during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Settlement Class Members during the Settlement Class Period, and (b) multiplying the result by each Participating Settlement Class Member's Workweeks worked during the Settlement Class Period.
2. PAGA Payments. The Administrator will calculate PAGA Payments by (a) dividing \$18,750 by the total number of Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's Pay Periods worked during the PAGA Period.
3. Challenges to Workweeks and/or PAGA Pay Periods. The number of Workweeks and Pay Periods you worked, as recorded in Defendant's records, are stated in the first

page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Settlement Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Settlement Class Members. The Administrator will send, by U.S. mail, checks to every Participating Settlement Class Member (i.e., every Settlement Class Member who doesn't opt-out) including those who also qualify as Allegedly Aggrieved Employees, for the Individual Settlement Payments and PAGA Payments. The Administrator may send a single check combining Individual Settlement Payment and the PAGA Payment.
2. Non-Participating Settlement Class Members. The Administrator will send, by U.S. mail, checks for PAGA Payments to every Allegedly Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Settlement Class Member).

YOUR CHECK(S) WILL BE SENT TO THE SAME ADDRESS AS THIS NOTICE. IF YOU CHANGE YOUR ADDRESS, BE SURE TO NOTIFY THE ADMINISTRATOR AS SOON AS POSSIBLE. SECTION 9 OF THIS NOTICE HAS THE ADMINISTRATOR'S CONTACT INFORMATION.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Associated Health Wage and Hour Cases*, JCCP No. 5219, and include your identifying information (full name and address). You must make the request yourself or through an authorized representative. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. **Section 9** of the Notice has the Administrator's contact information.

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7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website [REDACTED].

A Participating Settlement Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Associated Health Wage and Hour Cases*, JCCP No. 5219, and include your name, current address, telephone number, and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department C-74 of the San Diego Superior Court, Hall of Justice, located at 330 W. Broadway, San Diego, CA 92101. At the Final Approval Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact

information listed below or consult the Superior Court website and entering the case number for the Action, JCCP No. 5219.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney:	Samara A. Bahu
Email Address:	sbahu@grahamhollis.com
Name of Firm:	ARCH Legal, P.C.
Mailing Address:	3555 Fifth Ave., Ste. 200 San Diego, CA 92103
Telephone:	(619) 906-4012
Name of Attorney:	Joseph M. Szilagyi
Email Address:	jszilagyi@aegislawfirm.com
Name of Firm:	AEGIS Law Firm, PC
Mailing Address:	9811 Irvine Center Drive, Suite 100 Irvine, CA 92618
Telephone:	(949) 379-6250
Name of Attorney:	James Clark
Email Address:	jclark@lelawfirm.com
Name of Firm:	Lavi & Ebrahimian, LLP
Mailing Address:	8889 W. Olympic Boulevard, Suite 200 Beverly Hills, CA 90211
Telephone:	(310) 432-0000

Settlement Administrator:

Name of Company:	Apex Class Action, LLC
Email Address:	Sean@apexclassaction.com
Mailing Address:	[INSERT] [INSERT]
Telephone:	(949) 878-3676
Fax Number:	[INSERT]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original

11. WHAT IF I CHANGE MY ADDRESS?

otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 3

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for \$4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for \$114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance Services, LLC*, settled for \$2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for \$235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for \$63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.

- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gomez v. RD Engineering & Construction, Inc.*, settled for \$650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.

- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for \$1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc. (Representative Action)*, settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.
- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.

- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.
- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.

- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.

- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.