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

15 MICHAEL FARTHING, JEREMIAH
16 BURKE and JARVIS RICHMOND,
17 individuals, on behalf of themselves and on
18 behalf of all persons similarly situated,

19 Plaintiff,

20 vs.

21 MILESTONE TECHNOLOGIES, INC., a
22 California Corporation ; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No. **CGC-21-591251**

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

Hearing Date: October 12, 2022
Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer
Dept: 302

Action Filed: May 4, 2021
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Jeremiah Burke, Andrea Hughes, and Jarvis Richmond
4 (“Plaintiffs”) in this matter. As such, I am fully familiar with the facts, pleadings and history of this
5 matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of the motion for preliminary approval
8 of the proposed class action settlement with Defendant Milestone Technologies, Inc.
9 (“Defendant”), and seeks entry of an order: (1) preliminarily approving the proposed settlement of
10 this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class,
11 which is comprised of “all individuals who were employed by Defendant in California, who were
12 classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead
13 Screening Associates, or Shift Lead Screening Associates at any time during the Class Period” of
14 May 4, 2017 through June 25, 2022; (3) provisionally appointing Plaintiffs Jeremiah Burke, Andrea
15 Hughes, and Jarvis Richmond as the representatives of the Class; (4) provisionally appointing
16 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP as Class Counsel for the Class; (5) approving the form and method for
18 providing class-wide notice; (6) directing that notice of the proposed settlement be given to the
19 class; (7) appointing Simpluris as Settlement Administrator, and (8) scheduling a final approval
20 hearing date to consider Plaintiffs’ motion for final approval of the settlement and entry of the
21 Judgment, and Plaintiffs’ motion for approval of attorneys' fees and expenses. Attached hereto as
22 Exhibit #1 is a copy of the fully executed Class Action Settlement Agreement ("Agreement") along
23 with exhibits thereto. This Declaration incorporates by reference the definitions in the Agreement,
24 and all terms defined therein shall have the same meaning as set forth in the Agreement.

25
26 Fairness of Settlement

27 3. As consideration for this Settlement, the Gross Settlement Amount is Six Hundred
28 Thirty Thousand Dollars (\$630,000.00) to be paid by Defendant, as set forth in the Agreement. The

1 Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be
2 made in full and final settlement of the Released Class Claims. The Gross Settlement Amount
3 includes all payments of Settlement Shares to the Participating Class Members, Settlement
4 Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses
5 Payment, Class Representative Service Payments, and the PAGA Payment. The Gross Settlement
6 Amount does not include the employer's share of payroll taxes which will be separately paid by
7 Defendant. The Settlement is all-in with no reversion to Defendant and no need to submit a claim
8 form.

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

14 5. On January 25, 2022, the Parties participated in an all-day mediation session
15 presided over by Tripper Ortman, Esq., a respected and experienced mediator of wage and hour
16 class actions. In preparation for the mediation, Defendant provided Class Counsel with necessary
17 information for the members of the Class, including time data, payroll data and data concerning the
18 composition of the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger
19 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.
20 Following this all-day mediation, the Parties agreed to this Settlement. The final settlement terms
21 were negotiated and set forth in the Agreement now presented for this Court's approval.
22 Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and
23 adequate.

24 6. For the 1,175 Class members who worked 27,350 work weeks, the Gross Settlement
25 Amount provides an average value of \$536 per Class Member and \$23 per work week, and after
26 deductions, the Net Settlement Amount provides an average recovery of \$285 per Class Member
27 and \$12.24 per work week. The calculations to compensate for the amount due to the Class
28 Members at the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger

1 Consulting, in advance of mediation. For the individuals whose claims are at issue in this Actions,
2 Plaintiffs analyzed the data for putative class members and determined the potential maximum
3 damages for the class claims. For the Class, Plaintiffs evaluated that the claim for unpaid wages
4 due to the alleged rounding was potentially \$29,931, the maximum potential meal period damages,
5 after deducting meal premiums paid by Defendant, wages were estimated to be \$246,220, the
6 maximum potential rest period damages were estimated to be \$3,413,438 based upon a 100%
7 violation predicated on a premise restriction theory, the maximum potential damages for off the
8 clock work were estimated to be \$568,906, and the maximum potential damages for failure to
9 provide expense reimbursement for cell-phones was calculated to be \$53,343. In total, the damages
10 for the Class were calculated to have a maximum potential total value of \$4,311,839. In addition,
11 Plaintiffs calculated that the maximum value of the potential waiting time penalties were between
12 \$3,199,778 and \$4,093,314, depending on the predicate violation, and the maximum value of the
13 potential wage statement penalties were \$1,687,650. These wage statement and waiting time
14 penalties claims potentially have a much smaller value or no value, even if damages were awarded,
15 to the extent that they are only derivative of the rest break claims.¹ Consequently, the Gross
16 Settlement Amount represents more than 14% of the value of the potential maximum damages at
17 issue for the Class in this case, assuming these amounts could all be proven in full at trial.² The

18
19 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
20 and 226, at mediation Plaintiffs recognized that these claims were subject to various defenses
21 asserted by Defendants, including, but not limited to, a good faith dispute defense as to whether any
22 premium wages for meal or rest periods or other wages were owed given Defendant's position that
23 Plaintiff were properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
24 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good
25 faith dispute as to whether and when the wages were due."). Additionally, at the time of mediation,
26 Courts had held that violations of the meal and rest period regulations, which require payment of a
27 "premium wage" for each improper meal period, do **not** give rise to claims under sections 203 and
28 226. See e.g. *Ling v. P.F. Chang's China Bisto, Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and
Maldonado v. Epsilon Plastics, Inc., 22 Cal. App. 5th 1308, 1336 (2018). As a result, the viability
of Plaintiffs' claims on these theories was uncertain at the time the settlement was negotiated, even
though the Supreme Court has subsequently ruled in May 2022 that meal and rest period violations
could give rise to a claim under Section 203.

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed

1 above maximum calculations should then be adjusted in consideration for both the risk of class
2 certification and the risk of establishing class-wide liability on all claims. In addition, the above
3 valuation likely overstates the maximum damages by at least 25%, as the valuations were based on
4 39,000 workweeks, when the actual workweeks for the Class have now been verified by
5 Defendant's declaration to be 27,350. Given the amount of the Settlement as compared to the
6 potential value of the claims, the Settlement is most certainly fair and reasonable.

7
8 Procedural History of the Litigation

9 7. On May 4, 2021, Plaintiffs Michelle Farthing, Jeremiah Burke, and Jarvis Richmond
10 filed a Complaint against Defendant in the Superior Court of the State of California, County of San
11 Francisco. The Action asserted claims against Defendant for: (1) unfair competition in violation of
12 Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of
13 California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of
14 Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code
15 §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
16 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California
17 Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of
18 California Labor Code § 2802; (8) failure to provide wages at termination in violation of Cal. Lab.
19 Code § 201, 202, and 203; and (8) retaliation in violation of Labor Code §§ 1102.5, et seq. (asserted
20 on behalf of Plaintiff Michelle Farthing only)

21 8. On May 3, 2021, Plaintiff Michelle Farthing filed a Complaint against Defendant in
22 the Superior Court of the State of California, County of San Francisco. Plaintiff Farthing asserted
23 the single claim against Defendant for violation of the Private Attorney General Act, Cal. Labor
24 Code §§ 2698, et seq. ("PAGA") based upon the above alleged violations. On July 12, 2021,
25 Defendant filed an Answer to the Complaints and many affirmative defenses.

26 9. As part of the Settlement, Plaintiffs are filing a First Amended Complaint in the
27 _____

28 below at ¶ 33.

1 Class Action to include Plaintiff Hughes as a named plaintiff, to add the claims alleged in the
2 PAGA Action, and to conform the Class definition to that set forth in the Agreement. Upon the
3 filing of the First Amended Complaint and the entry of the Preliminary Approval Order by the
4 Court, Plaintiff Farthing shall take the steps necessary for dismissal of the Farthing PAGA Action
5 without prejudice. (Agreement at ¶39.)

6 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
7 including production of documents, class data, and other information, allowing for the full and
8 complete analysis of liabilities and defenses to the claims in the Action. The information for
9 mediation obtained by Plaintiffs included: (1) time punch data showing employees' meal periods
10 and their time worked; (2) Payroll data for employees; (3) Defendant's employee wage and hour
11 policies; (5) the employment files for the Plaintiffs; and, (7) samples of wage statements provided
12 by Defendant. As such, Class Counsel received the data and information for the Class, which was
13 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

14 11. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
15 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
16 documents and information in connection with the Action. On January 25, 2022, the Parties
17 participated in an all-day mediation presided over by Tripper Ortman, a respected and experienced
18 mediator of wage and hour class actions, but were unable to reach a settlement. Following the
19 mediation, each side, represented by its respective counsel, engaged in continued negotiations
20 through the mediator and ultimately were able to agree to settle the Action based on a mediator's
21 proposal which was memorialized in the form of a Memorandum of Understanding executed in
22 April 2022. At all times, the negotiations were arm's length and contentious.

23 12. The Parties continued to negotiate the terms of the settlement and prepared the long
24 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all
25 individuals who were employed by Defendant in California, who were classified as hourly,
26 non-exempt employees, and who worked as Screening Associates, Team Lead Screening
27 Associates, or Shift Lead Screening Associates at any time during the Class Period." (Agreement at
28 ¶ I(3).) The Class Period is from May 4, 2017 through June 25, 2022. (Agreement at ¶ I(10).) The

1 Class consists of 1,175 Class Members who worked approximately 27,350 weeks. Defendant
2 provided counsel with a declaration which verified these figures.

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

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

1
2 Settlement Terms and Plan of Allocation

3 15. The Gross Settlement Amount is Six Hundred Thirty Thousand Dollars
4 (\$630,000.00). (Agreement at ¶ I(21).) Under the Settlement, the Gross Settlement Amount
5 consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class
6 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement
7 Administration Expenses; (4) Class Representative Service Payments to the Plaintiffs; and (5) the
8 PAGA Payment. (Agreement at ¶ I(21).) The Gross Settlement Amount does not include
9 Defendant's share of payroll taxes. (Agreement at ¶ III(40).) The Gross Settlement Amount shall
10 be all-in with no reversion to Defendant. (Agreement at ¶ III(40).)

11 16. Defendant shall fund the Gross Settlement Amount within thirty (30) days of the
12 Effective Date. (Agreement at ¶ III(47).) The Settlement Shares to Participating Class Members
13 will be mailed by the Settlement Administrator fifteen (15) days after Defendant fully funds the
14 Gross Settlement Amount. (Agreement at ¶ III(47).)

15 17. The Net Settlement Amount shall equal the net amount available for payment to the
16 Class after deducting the Court-approved amounts for the Class Representative Service Payments,
17 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA
18 Payment, and the Settlement Administration Expenses. (Agreement at ¶ I(23).) The Net Settlement
19 Amount will be distributed as the Settlement Shares to the Class Members who do not timely
20 request exclusion ("Participating Class Members"). (Agreement at ¶¶ I(26), III(42).) The
21 Settlement Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net
22 Settlement Amount by the total number of weeks worked by all Participating Class Members during
23 the Class Period to determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement
24 Administrator shall then take the number of weeks worked by each Participating Class Member and
25 multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶ III(42)(b).)
26 Workweeks will be based on Defendant's records, however Class Members will have the right to
27 challenge the number of workweeks.

28 18. Class Members may choose to opt-out of the Settlement by following the directions

1 in the Class Notice. (Agreement at ¶ III(44)(c), Ex. A.) All Class Members who do not "opt out"
2 will be deemed Participating Class Members who will be bound by the Settlement and will be
3 entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement will still
4 be paid their allocation of the PAGA Payment, respectively, and will remain bound by the release of
5 the Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶
6 III(44)(c)(iii).) Finally, the Class Notice will also advise the Class Members of their right to object
7 to the Settlement and/or dispute their workweeks. (Agreement at ¶ III(44)(c), Ex. A.)

8 19. A Participating Class Member must cash his or her Settlement Share check within
9 180 days after it is mailed. (Agreement at ¶ III(48).) The Settlement Administrator will send a
10 reminder to Participating Class Members who have not cashed their checks 60 days before the
11 expiration date. (Agreement at ¶ III(48).) Any settlement checks not cashed within 180 days will
12 be voided and any funds from such uncashed checks will be paid to the California State Controller's
13 Unclaimed Property Fund in the name of the individual who failed to cash their check. (Agreement
14 at ¶ III(48).)

15 20. Based upon the lowest bid received from qualified vendors, the Parties have agreed
16 to use Simpluris as the Settlement Administrator. (Agreement at ¶ III(43).) From the Gross
17 Settlement Amount, the Settlement Administrator shall be paid for the expenses of administering
18 the Settlement in an amount not to exceed \$15,000. (Agreement at ¶ III(41)(d).)

19 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
20 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
21 (Agreement at ¶ III(41)(b).) Class Counsel will also be allowed to apply separately for an award of
22 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
23 III(41)(b).) Subject to Court approval, the Agreement provides for a payment of no more than
24 \$10,000 to each of the Plaintiffs as the Class Representative Service Payments. (Agreement at ¶
25 III(41)(a).)

26 22. The Parties will seek approval from the Court for the PAGA Payment of \$20,000 out
27 of the Gross Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the
28 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$5,000) will be distributed to

1 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
2 (Agreement at ¶ III(41)(c).) All Aggrieved Employees will be sent their share of the PAGA
3 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
4 out of the Settlement. (Agreement at ¶ III(41)(c).) As set forth in the accompany proof of service,
5 the LWDA has been served with this motion and the Agreement.

6
7 Risks of Continued Litigation and Standards for Approval

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

15 24. Here, a number of defenses asserted by Defendant present serious threats to the
16 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
17 complied with all applicable Labor laws. Defendant argued that all work time was paid for and that
18 the work time recording practices were lawful. Defendant contend that its meal and rest period
19 policies fully complied with California law and that Defendant's timekeeping system recorded meal
20 periods, paid for missed meal periods, and was not required to record rest periods. Plaintiffs' theory
21 of liability for rest breaks was based upon an on premise restriction, which Defendant disputed and
22 argued that this theory has been rejected by Courts as sufficient alone to establish liability for
23 on-duty rest breaks. *See, e.g., Ritenour v. Carrington Mortg. Servs., LLC*, 2018 WL 5858658, at *7
24 (C.D. Cal. 2018) (holding that defendant's on-premises rest period policy was facially valid and
25 legal); *Hubbs v. Big Lots Stores, Inc.*, 2018 WL 5264141, at *5 (C.D. Cal. 2018) (citing *Augustus*
26 and dismissing on-premises rest period claims for failure to state a claim); *Bell v. Home Depot*
27 *U.S.A., Inc.*, 2017 WL 1353779, at *2 (E.D. Cal. 2017) (declaring defendant's argument that
28 *Augustus* implied on-premises rest periods were legal as "more persuasive and accurate" than

1 plaintiff's argument to the contrary). As to expenses reimbursement, Defendant contended that it
2 paid for business expenses including personal cell phone usage. Finally, Defendant could argue
3 that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened
4 Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims.
5 Defendant also argues that based on its facially lawful practices, they acted in good faith and
6 without willfulness, which if accepted would negate the claims for waiting time penalties and/or
7 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially
8 reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome,
9 Defendant maintains these defenses have merit and therefore present a serious risk to recovery by
10 the Class.

11 25. There was also a significant risk that, if the Actions were not settled, Plaintiffs would
12 be unable to obtain class certification and thereby not recover on behalf of any employees other
13 than themselves. Defendant argued that the individual experience of each putative class member
14 varied with respect to the claims. Defendant could also contest class certification by arguing injury
15 and good faith were case by case determinations that precluded class certification. Plaintiffs are
16 aware of other cases where class certification of similar claims was denied. *See e.g. Cacho v.*
17 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally,
18 even if class certification was successful, as demonstrated by the California Supreme Court decision
19 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
20 overcome for a class wide recovery even where the class has been certified. While other cases have
21 approved class certification in wage and hour claims, class certification in this action would have
22 been hotly disputed and was by no means a foregone conclusion.

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

26 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
27 consideration for their service and for the risks undertaken on behalf of the class. (Agreement at ¶
28 III(41)(a).) Plaintiffs performed their duties admirably by working with Class Counsel. Plaintiffs

1 will present detailed declarations addressing their work and service at the time of final approval.
2 For purposes of this preliminary approval stage, the requested service award of \$10,000 is well
3 within the accepted range of awards for purposes of preliminary approval. See e.g. *Mathein v.*
4 *Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
5 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
6 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
7 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
8 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
9 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06,
10 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
11 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service
12 award in overtime class action and a pool of \$100,000.00 in enhancements). As explained in
13 *Glass*, service awards are routinely awarded to class representatives to compensate the employees
14 for the time and effort expended on the case, for the risk of litigation, for the fear of suing an
15 employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of
16 all employees. 2007 WL 221862 at *16-17.

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

27 29. Based on the foregoing data and their own independent investigation and evaluation,
28 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the

1 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
2 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
3 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
4 Counsel for both parties possessed sufficient information to make an informed judgment regarding
5 the likelihood of success on the merits and the results that could be obtained through further
6 litigation.

7
8 Class Certification Issues

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

13 All individuals who were employed by Defendant in California, who were classified
14 as hourly, non-exempt employees, and who worked as Screening Associates, Team
15 Lead Screening Associates, or Shift Lead Screening Associates at any time during
the Class Period.

16 (Agreement at ¶ I(3).)

17 The “Class Period” is from May 4, 2017 through June 25, 2022. (Agreement at ¶ I(10).)

18 a. **Numerosity** - Here, Plaintiffs assert that the 1,175 current and former
19 employees that comprise the Class can be identified based on Defendant’s records and are
20 sufficiently numerous for class certification.

21 b. **Common Issues Predominate** - Here, Plaintiffs contend that common
22 questions of law and fact are present, and specifically the common questions of whether Defendant
23 properly recorded work time, whether the Defendant failed to provide meal and rest periods to class
24 members, whether class members were lawfully compensated for all hours worked, whether
25 Defendant failed to provide required expense reimbursement, and whether Class Members are
26 entitled to damages and penalties as a result of these practices.

27 c. **Typicality** - In the instant case, Plaintiffs contend that there can be little
28

1 doubt that the typicality requirement is satisfied. The Plaintiffs, like every other member of the
2 Class, worked for Defendant as non-exempt screening employee during the Class Period. Plaintiffs
3 contend that, like every other member of the Class, they were subject to the same practices and
4 policies of Defendant and are subject to the same defenses. Thus, Plaintiffs assert that the claims of
5 the Plaintiffs and the Class Members arise from the same course of conduct by the Defendant,
6 involve the same employment policies and practices of Defendant, and are based on the same legal
7 theories.

8 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
9 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
10 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
11 requirement is met here. First, Plaintiffs are well aware of their duties as the representatives of the
12 class and have actively participated in the prosecution of this case to date. They effectively
13 communicated with counsel, provided documents to counsel and participated in the investigation
14 and negotiations in the Action. Second, Plaintiffs retained competent counsel who are experienced
15 in employment class actions and who have no conflicts. Third, there is no antagonism between the
16 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
17 monetary relief under the same set of facts and legal theories.

18 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
20 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
21 experience. We have handled a number of class actions and complex cases and have acted both as
22 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
23 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
24 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
25 employment law class actions, including claims for misclassification, overtime, expense
26 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
27 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
28 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be

adequate counsel by the courts throughout California. We have been approved as experienced class counsel by both state and federal courts in California in contested class certification proceedings. A true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is defined as “all individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time during the Class Period.” I have reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class this case. My firm only represents employees, and not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Thus, the adequacy requirement for my firm is satisfied.

32. The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit “A” to the Agreement.) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the amount of the Plaintiffs’ service award requests; and (vi) the anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Notice is mailed to them to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶ III(44)(c).) In the event of a re-mailing, this deadline will be extended by an additional 15 days. Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses

1 and to appear at the Final Approval Hearing. (Agreement at ¶ III(44)(c).) Class Members who do
2 not submit a timely and proper request to opt-out will automatically receive a payment of their
3 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
4 it advises them of all pertinent information concerning the Settlement The mailing and distribution
5 of the Class Notice satisfies the requirements of due process, and is the best notice practicable under
6 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

7
8 33. The PAGA Claims -

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

21 b. **Valuation of the PAGA Claim for Allegedly Aggrieved Employees.**
22 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to the Allegedly
23 Aggrieved Employees for civil penalties to be between \$979,050 and \$1,958,100 for a single
24 violation in every one of the 19,581 pay periods at issue in the PAGA Period, depending on whether
25 the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard
26 amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that
27 PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.
28 The PAGA allocation in the Settlement is the amount of \$20,000. This allocation is justified by

1 several important considerations. First, the PAGA claim was subject to the same risks as the
2 underlying class claims. Second, Defendant asserted additional defenses to the PAGA claim, not
3 only as to liability but also as to the amount of the penalties. Defendant could also argue that no
4 penalties prior to the PAGA notification should be awarded, and I am aware of one Court which has
5 so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or
6 all of the PAGA penalties sought may not be awarded. Third, civil penalties may not be awarded at
7 the maximum rate. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court
8 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at
9 trial, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation even
10 where Plaintiffs prevailed on the PAGA claim. Even if we assume that violations for all 19,581 pay
11 periods were established, using the valuation from *Carrington* results in a more realistic recovery of
12 \$97,905 under PAGA. This means that the \$20,000 PAGA allocation is a reasonable percentage of
13 this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
14 under the reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
16 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
17 settlements as compared to the total settlement amount. A class settlement that allocates
18 approximately 3% of the total settlement value to resolve the PAGA claims applicable to the class
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
20 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
21 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
26 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
27 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
28 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9

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

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

3
4 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
5 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
6 reasonable, and at the time of final approval, my firm will present lodestar to further support the
7 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
8 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
9 of the class action awards obtained by Class Counsel in similar employment actions throughout the
10 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
11 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
12 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
13 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
14 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
15 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
16 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
17 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
18 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
19 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
20 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
21 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
22 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
23 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class
24 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
25 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
26 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
27 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
28 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and

1 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
2 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
3 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
4 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
5 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
6 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
7 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
8 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
9 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
10 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
11 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May
12 23, 2022, in *Etteedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District
13 of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee
14 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
15 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
16 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
17 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
18 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
19 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
20 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
21 award in a wage and hour class action settlement. A fee award equal to one-third of the common
22 fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

23
24 35. Class Representative Service Payments - The reasonableness of the requested service
25 award is also established by reference to the amounts that other California courts have found to be
26 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
27 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
28 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,

2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*

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

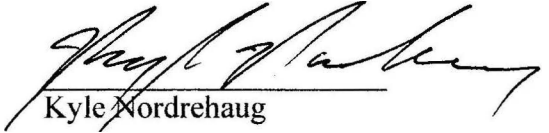
15
16 36. Settlement Administration - After seeking bids from qualified administrators,
17 the estimate from Simpuris was selected, as it was the lowest and provided for an estimate of
18 \$15,399, to be capped at \$15,000 to perform the settlement administration for a Class of 1,300, with
19 any difference between the actual expenses and the budget of \$15,000 to be retained in the Net
20 Settlement Amount for distribution to the Class. A true and correct copy of the estimate from
21 Simpluris is attached hereto as Exhibit #3. I have used Simpuris successfully as the administrator in
22 more than twenty class settlements in the last few years and know them to be competent and
23 experienced.

24
25 Service on the LWDA:

26 37. At the same time as the filing and service of this declaration, I will also serve the
27 LWDA with the entire motion for preliminary approval which includes the Class Action Settlement
28 Agreement. This service is verified by the accompanying proof of service.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 19th day of September, 2022, at La Jolla, California.

3
4
5 By:


Kyle Nordrehaug

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Michelle Farthing, Jeremiah Burke, Andrea Hughes, and Jarvis Richmond (“Plaintiffs”) and Defendant Milestone Technologies, Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Farthing, et al. v. Milestone Technologies, Inc.*, Case No. CGC-21-591251, pending in Superior Court of the State of California, County of San Francisco, and the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Farthing v. Milestone Technologies, Inc.*, Case No. CGC-21-591444, pending in the Superior Court of the State of California, County of San Francisco.
2. “Aggrieved Employees” means all individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates as at any time during the PAGA Period.
3. “Class” means all individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known and available to Defendant); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.

7. “Class Member” is a member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
10. “Class Period” means the period of time from May 4, 2017 through June 25, 2022.
11. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
12. “Court” means the Superior Court of California, County of San Francisco.
13. “Defendant” means Milestone Technologies, Inc.
14. “Defendant’s Counsel” means Michelle S. Strowhiro and Christopher A. Braham of McDermott Will & Emery LLP.
15. “Effective Date” means the date by which all of the following have occurred:
 - a. This Agreement is approved by the Court; and
 - b. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
16. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. “Farthing Class Action” means action titled *Farthing, et al. v. Milestone Technologies, Inc.*, Case No. CGC-21-591251, pending in Superior Court of the State of California, County of San Francisco.
18. “Farthing PAGA Action” means the action titled *Farthing v. Milestone Technologies, Inc.*, Case No. CGC-21-591444, pending in the Superior Court of the State of California, County of San Francisco.
19. “Final” means the last of the following dates, as applicable:

- a. If no objection to the Settlement is made, the date the Judgment is entered.
 - b. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - c. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
20. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
21. “Gross Settlement Amount” means Six Hundred Thirty Thousand Dollars (\$630,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
22. “Judgment” means the Final Approval Order and the Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
23. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
24. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
25. “PAGA Period” means the period of time from May 4, 2020 through June 25, 2022.
26. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
27. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
28. “Released Parties” collectively mean: Defendant, and its parent, predecessor, successor, subsidiary and affiliated companies and entities, and each of the

foregoing companies; and entities' respective divisions, officers directors, shareholders, partners, limited partners, agents, employees, managers, members, trustees, representatives, independent contractors, payroll companies, temporary staffing agencies, attorneys, insurers, owners, licenses, indemnitees, representatives, successors and assigns, past and present.

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

II. RECITALS

- 30. On May 4, 2021, Plaintiffs Michelle Farthing, Jeremiah Burke, and Jarvis Richmond filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiffs asserted claims that Defendant:
 - a. Violated California Business and Professions Code § 17200 *et seq.*;
 - b. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 - c. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 - d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
 - i. Retaliation in violation of Labor Code §§ 1102.5, *et seq.* (asserted on behalf of Plaintiff Michelle Farthing only).
- 31. On May 3, 2021, Plaintiff Michelle Farthing filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco. Plaintiff Farthing asserted the single claim that Defendant:

- a. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
32. On July 12, 2021, Defendant filed an Answer to the Complaints.
33. On September 20, 2021, the Parties filed a stipulation to stay the cases and formal discovery pending mediation and Plaintiffs withdrew the previously-served discovery.
34. On January 25, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. The Parties were unable to reach a settlement agreement at the mediation held on January 25, 2021.
35. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties
36. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

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

III. SETTLEMENT TERMS AND CONDITIONS

39. **First Amended Complaint.** This Agreement is intended to resolve, collectively, all claims within the scope of the *Farthing* Class Action and the *Farthing* PAGA Action. Plaintiffs Farthing, Burke, and Richmond shall, along with the filing of the Preliminary Approval Motion, file a First Amended Complaint in the *Farthing* Class Action to include Plaintiff Hughes as a named plaintiff and add the claims alleged in the *Farthing* PAGA Action. The First Amended Complaint shall also conform the Class definition to that set forth in this Agreement. The First Amended Complaint shall be substantively in the form attached hereto as Exhibit D. Defendant’s obligation to file an answer to the First Amended Complaint is stayed pending the hearing on the Preliminary Approval Motion and the Final Approval Hearing and will be mooted by the Judgment in the Action. Upon the filing of the First Amended Complaint and the entry of the Preliminary Approval Order by the Court, Plaintiff Farthing shall take the steps necessary for dismissal of the *Farthing* PAGA Action without prejudice by stipulation. Plaintiff Farthing will file any necessary documents, including declarations, with the Court in the

Farthing PAGA Action. Should the Court in the *Farthing* PAGA Action decline to grant the request to dismiss the *Farthing* PAGA Action, the Parties shall meet and confer about a mutually acceptable method to request the Court close the *Farthing* PAGA Action but under no circumstance will it require Defendant to pay any additional money beyond the Gross Settlement Amount to obtain the dismissal of the *Farthing* PAGA Action.

40. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
41. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Burke, Hughes, and Richmond will apply to the Court for an award of not more than TEN THOUSAND DOLLARS (\$10,000) each as Class Representative Service Payments, which is combined total of THIRTY THOUSAND DOLLARS (\$30,000) in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than TEN THOUSAND DOLLARS (\$10,000) for each of Plaintiffs Burke, Hughes, and Richmond. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments. Plaintiff Farthing, who has pled a retaliation claim, has agreed to separately settle this claim in return for an undisclosed amount and will give a general release of all her individual claims including a Civil Code section 1542 waiver upon receipt of funds. Plaintiff Farthing will dismiss herself as a named plaintiff and class member from the Action and will not receive a service award. The Farthing Settlement Agreement can be made available to the Court in camera upon request.
 - b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is

presently TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000), as their Class Counsel Fees Payment and an amount not more than TWENTY THOUSAND DOLLARS (\$20,000) for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$210,000, and \$20,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of TWENTY THOUSAND DOLLARS (\$20,000) out of the Gross Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$5,000) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

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

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

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks worked by all Participating Class Members during the Class Period to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
- c. **Withholding.**
 - i. Subject to approval by the Court, Ten Percent of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - ii. Subject to approval by the Court, Ninety Percent of each Participating Class Member’s Settlement Share is in settlement of claims for interest and claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
- d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
- e. **Class Size Modification.** Defendant has represented that the class consists of an estimated total of 1,179 Class Members who worked approximately 40,000 weeks through December 1, 2021. In regard hereto, Defendant will provide a declaration under penalty of perjury prior to the filing of the motion for preliminary approval confirming the number of Class Members and work weeks they worked during the Class Period. The

total work weeks released under this Agreement shall not exceed 44,000 and, if they do, Defendant will have the option to choose to increase the Gross Settlement Amount on a pro rata basis or elect to have the Class Period pared back to a date that will ensure this 44,000 work week cap is not surpassed.

43. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

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

44. **Procedure for Approving Settlement.**

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

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit

an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

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

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

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

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

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

i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the

Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than 60 calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 calendar days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- ii. **Disputes as to Workweeks.** Each Class Member shall also have 60 calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 calendar days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than 60 calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 calendar days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved

Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

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

- iv. **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
- d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, no later than 16 court days prior to the Final Approval Hearing. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.
- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any

Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

f. **Additional Briefing and Final Approval.**

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

and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

45. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
46. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than 14 calendar days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. However, a material modification to the Settlement in no way requires the Parties to enter into any revised agreement based upon the same Gross Settlement Sum. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
47. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within 30 calendar days of the Effective Date. Within 15 calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.

48. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 calendar days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check, and shall be mailed in an envelope substantially in the form attached hereto as Exhibit A. If a check is returned to the Settlement Administrator or not cashed within 120 calendar days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 calendar days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 calendar day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
49. **Final Report by Settlement Administrator to Court.** Within 10 calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
50. **Release of Claims.**
- a. **Participating Class Members.** Upon the Effective Date, the Released Parties shall receive a release from the Participating Class Members of any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including any claims based on working "off-the-clock" and any rounding policy), unpaid minimum wages, unpaid rest break premiums, unpaid meal period premiums, unreimbursed business expenses, waiting time penalties, wage statement penalties, any and all claims for civil penalties (including those asserted under PAGA) based on any of the facts alleged in the Action or claims that could have been alleged based upon the facts set forth in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and class claims outside of the Class Period ("Released Class Claims").

- b. **Aggrieved Employees.** Upon the Effective Date, the Released Parties shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders alleged in the operative complaint and/or the LWDA Notices submitted by Plaintiffs in the Action which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and worker’s compensation, and claims outside of the PAGA Period.
- c. **Plaintiffs.** Upon the Effective Date, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

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

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

barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

- e. **Class Counsel.** Upon the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- 51. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- 52. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a website as set forth in the Class Notice. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

- 47. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This

Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 48. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

49. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
50. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
51. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
52. **Modification of Agreement.** Except as set forth in section 49 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
53. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
54. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
55. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
56. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
57. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within

30 calendar days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

58. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
59. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Michelle S. Strowhiro
Christopher A. Braham
Ariel L. Beverly
McDermott Will & Emery LLP
2049 Century Park East, Suite 3200
Los Angeles, CA 90067
Tel.: (310) 277-4110
Fax: (310) 277-4730-2165
Email: mscrowhiro@mwe.com
cbraham@mwe.com
abeveryly@mwe.com

60. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
61. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to

CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the proposal from the mediator made on March 15, 2022 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.

62. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Jul 11, 2022


Michelle Farthing (Jul 11, 2022 11:59 PDT)

Plaintiff Michelle Farthing

Dated: Jul 13, 2022


Jeremiah Burke (Jul 13, 2022 20:38 PDT)

Plaintiff Jeremiah Burke

Dated: Jul 14, 2022


Andrea Hughes (Jul 14, 2022 15:31 PDT)

Plaintiff Andrea Hughes

Dated: Jul 13, 2022

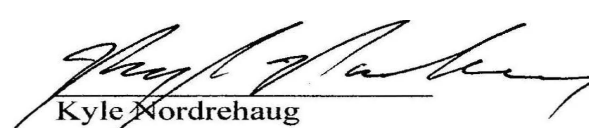

Jarvis Richmond (Jul 13, 2022 17:31 PDT)

Plaintiff Jarvis Richmond

Dated: _____

[name]
For Defendant Milestone Technologies, Inc.

Dated: July 14, 2022


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Michelle S. Strowhiro
Christopher A. Braham
Attorney for Defendant

Dated: _____

Plaintiff Jeremiah Burke

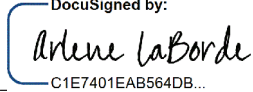
Dated: _____

Plaintiff Andrea Hughes

Dated: _____

Plaintiff Jarvis Richmond

Dated: 7/27/2022

DocuSigned by:

C1E7401EAB564DB...
Name: Arlene LaBorde
For Defendant Milestone Technologies, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 7/28/2022


Michelle S. Strowhiro
Christopher A. Braham
Attorney for Defendant

EXHIBIT A

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

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

**(*Farthing v. Milestone Technologies, Inc.*, Superior Court of the State of California,
County of San Francisco Case No. CGC-21-591251 and CGC-21-591444)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. In exchange for the settlement payment, you will release the claims detailed in Section 4 below. Your estimated Settlement Share is: \$<< __ >>. However, the actual amount you receive may be different and will depend on a number of factors. See the explanation in Section 5 below for more information. After final approval by the Court, your Settlement Share will be mailed to you at the same address you received this notice. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself (i.e. “Opt-Out”)	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. Instructions on how to exclude yourself are set forth in Section 7 below. If you exclude yourself from the Class Settlement, you will receive no portion of the Class Settlement and will not release any Released Class Claims. However, Aggrieved Employees will still receive your allocation of the PAGA Payment and will be bound by the release of the PAGA Claims. See Sections 4 and 7 below for further information and the deadline to submit your request for exclusion.
Object	If you do not want to exclude yourself from the Settlement but do not agree with some portion of its terms, you may (1) submit a written objection to the Settlement Administrator explaining why you do not agree with the terms of the Settlement and/or (2) appear at the Final Approval Hearing to make an oral objection. See Section 8 below for further information and the deadline to submit a written objection.

Your options are further explained in this Notice. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and representative action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of San Francisco (the “Court”) has been reached between Plaintiffs Michelle Farthing, Jeremiah Burke,

Andrea Hughes, and Jarvis Richmond (“Plaintiffs”) and Defendant Milestone Technologies, Inc. (“Milestone”). The Court has not made any determination as the validity of the claims, but has preliminarily approved the Settlement finding that its terms are fair, adequate, and reasonable.

You may be entitled to receive money from this Settlement. You have received this Notice because you have been identified as a member of the Class (“Class Member”), which is defined as:

All individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time from May 4, 2017 through June 25, 2022.

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

2. What is this lawsuit about?

On May 4, 2021, Plaintiffs Michelle Farthing, Jeremiah Burke, and Jarvis Richmond filed proposed Class Action Complaint in the Superior Court of the State of California, County of San Francisco, alleging the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to provide expense reimbursement, and failure to pay all wages due at the time of separation from employment. On May 3, 2021, Plaintiff Farthing filed a Representative Action Complaint asserting a single claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Milestone denied and continues to deny all claims asserted in both the Class Action Complaint and Representative Action Complaint brought against it.

As part of the Settlement negotiated between Plaintiffs and Milestone, on [REDACTED], 2022, Plaintiffs filed a First Amended Complaint consolidating the claims asserted in the Class Action Complaint and Representative Action Complaint and adding Plaintiff Hughes as a named plaintiff (the “Action”). As part of a separate individual settlement, Plaintiff Farthing will dismiss herself as a named plaintiff and class member from the Action and will not receive a service award.

No court has made a ruling on the merits of the claims alleged in the Action and there has been no trial on the merits relating to any of the claims referenced above. Milestone denies and disputes all such claims and asserts that it has no liability to any of the Plaintiffs or Class Members. Specifically, Milestone contends that Plaintiffs and the Class Members were properly compensated for all hours worked and were paid all wages owed under applicable law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Plaintiffs and Class Members received wage statements satisfying statutory requirements; Milestone reimbursed Plaintiffs and Class Members for all necessary business related expenses; timely paid all wages due, including at the time of separation; and therefore it is not liable for any of the damages or penalties claimed or that could be claimed in the Action. Further, Milestone contends that this Action cannot be maintained as a class or PAGA representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved Plaintiffs Jeremiah Burke, Andrea Hughes, and Jarvis Richmond to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Milestone has agreed to pay SIX HUNDRED THIRTY THOUSAND DOLLARS (\$630,000) (the “Gross Settlement Amount”) to settle the claims asserted in the Action. The Gross Settlement Amount includes, amongst other things, the payment of Settlement Shares to Participating Class Members; Settlement Administration Expenses; Class Counsel Fees and Costs; Class Representative Service Payments, and the PAGA Payment. An explanation of these payments are provided below. The Gross Settlement Amount does not include any of Milestone’s payroll taxes associated with the wage portion of Settlement Shares, which will be paid separately by Milestone.

Within thirty (30) days of the Effective Date, Milestone will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. The “Effective Date” is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Deducted from the Gross Settlement Amount. The following proposed payments, subject to further Court approval, will be deducted from the Gross Settlement Amount before Settlement Shares are paid to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, not to exceed FIFTEEN THOUSAND DOLLARS (\$15,000), for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing requests for exclusion, receipt and distribution of written objections, distributing Settlement Shares and tax forms, distributing PAGA payments, and handling inquiries and uncashed checks.
- Class Counsel Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) and an additional amount to reimburse Class Counsel for the actual litigation costs incurred by Plaintiffs in pursuit of the Action in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000). Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without receiving any payment for their services) and has paid all litigation costs and expenses on behalf of Plaintiffs and Class Members. Accordingly, Class Counsel will request up to TWO HUNDRED THIRTY THOUSAND DOLLARS (\$230,000) from the Gross Settlement Amount, subject to the Court’s final approval.
- Class Representative Service Payments. Class Representative Service Payments in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000) each to Plaintiffs Richmond, Burke, and Hughes for a total of THIRTY THOUSAND DOLLARS (\$30,000), or such lesser amount as may be approved by the Court, , to compensate them

for services on behalf of Class Members in initiating and prosecuting the Action, and for the risks they undertook. Plaintiffs Richmond, Burke, and Hughes will request THIRTY THOUSAND DOLLARS (\$30,000) for their services, but the amount they ultimately receive is subject to the Court's final approval.

- **PAGA Payment.** A payment of TWENTY THOUSAND DOLLARS (\$20,000) relating to the claim for penalties under the Private Attorney Generals Act ("PAGA"), FIFTEEN THOUSAND DOLLARS (\$15,000) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA Payment") as required by law. The remaining FIVE THOUSAND DOLLARS (\$5,000) will be distributed proportionally to the Aggrieved Employees based on the amount of pay periods each worked during the period of May 4, 2020 through June 25, 2022 ("PAGA Period") "Aggrieved Employees" are all individuals who were employed by Milestone in California, classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time during the PAGA Period. The PAGA Payment will be allocated to all Aggrieved Employees regardless of whether they are a Participating Class Member.

Calculation of Payments to Participating Class Members. After all Court approved payments are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$ [REDACTED], based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (i) First, the Net Settlement Amount shall be divided by the total number of weeks worked by all Participating Class Members during the Class Period to determine a dollar amount per week ("Weekly Rate"); (ii) then the number of work weeks worked by each Participating Class Member will be multiplied by the Weekly Rate to calculate their Settlement Share.

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

Tax Matters. Ten percent (10%) of each Participating Class Member's Settlement Share settles the claims of unpaid wages (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety percent (90%) of each Participating Class Member's Settlement Share settles claims for non-wage damages, interest, and penalties allegedly due to Participating Class Members (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and will not be subject to wage withholdings, and shall be reported on IRS Form 1099. Neither Class Counsel nor Milestone's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may

wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What rights are released under the Settlement?

Released Class Claims. Upon the Effective Date, Milestone and the Released Parties shall receive a release from the Participating Class Members of all Released Class Claims. The “Released Class Claims” (also “Class Release”) are any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including any claims based on working “off-the-clock” and any rounding policy), unpaid minimum wages, unpaid rest break premiums, unpaid meal period premiums, unreimbursed business expenses, waiting time penalties, wage statement penalties, any and all claims for civil penalties (including those asserted under PAGA) based on any of the facts alleged in the Action or claims that could have been alleged based upon the facts set forth in the operative complaint which occurred during the Class Period, which is from May 4, 2017 through June 25, 2022, and expressly excluding all other claims, including claims for vest benefits, wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and class claims outside of the Class Period.

Participating in the Settlement means that you cannot sue, continue to sue, or be part of any other lawsuit against Milestone or any other Released Party related to the Released Class Claims resolved by this Settlement. It also means that all the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, the Released Parties shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders alleged in the operative complaint and/or the LWDA Notices submitted by Plaintiffs in the Action which occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class Settlement. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and worker’s compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The estimate “Weekly Rate” is <<____>>. Milestone’s records reflect that you worked <<____>> weeks as a non-exempt employee of Milestone in California during the Class Period.

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement

Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

If you do nothing, you will receive a portion of the Settlement. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed by the Settlement Administrator 30 days after the Effective Date of the settlement. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself (opt-out) from the Settlement. **If you opt-out, you will not receive a Settlement Share and you will not be bound by the Class Release.** However, Aggrieved Employees will still receive a portion of the PAGA Payment and will be subject to the PAGA Released Claims regardless of whether they opt-out of the Class Settlement.

To opt-out, you must mail a written, signed and dated "Election Not to Participate in Settlement" (the "Opt-Out") to the Settlement Administrator, by First Class Mail, postmarked no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The Opt-Out must be timely sent to the Settlement Administrator and should state in substance: "I wish to be excluded from the Class in the *Farthing, et al. v. Milestone Technologies* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement payment from the class settlement in this Action." The Opt-Out should state the Class Member's full name, address and telephone number as well as the name and number of the case (*Farthing v. Milestone Technologies*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-591251). The Opt-Out must be signed by you. No other person may Opt-Out for a living member of the Class.

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

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

Any Class Member who has not Opted-Out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and describe why the objector believes the Settlement is unfair. All written objections or other correspondence should

also state the name and number of the case (*Farthing v. Milestone Technologies*, Superior Court of the State of California, County of San Francisco, Case No. CGC-21-591251).

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

Alternatively, Class Members may also appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. The hearing will likely be remote. Currently, appearances are conducted remotely via Zoom. To appear at the hearing, follow the instructions at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. Class Counsel can assist you if you would like to appear at the hearing.

Those who Opt-Out cannot submit an objection. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Christopher A. Braham
Ariel L. Beverly
McDermott Will & Emery LLP
2049 Century Park East, Suite 3200
Los Angeles, CA 90067

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

The Court will hold a Final Approval Hearing at _____ on _____, at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 302 before Judge Richard Ulmer. At this hearing the Court will again consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement on the terms proposed by the parties and to determine the final amounts to be paid to Class Counsel for their attorneys' fees and costs; service payments to Plaintiffs Berke, Richmond, and Hughes; and settlement administration costs. If there are objections, the Court will consider them at the hearing.

This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. In addition, hearing dates are posted on the internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-591251.

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

You may call the Settlement Administrator at _____ or write to *Farthing et al. v. Milestone Technologies* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Farthing et al. v. Milestone Technologies*. You may also get more details by examining the Court's file on the internet via the Case Query webpage for the California Superior Court for the County of San Francisco and entering the Case No. CGC-21-591251. If you wish to view the Court files in person, you go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The expiration date will be printed on the check. The Settlement Administrator shall pay all unclaimed funds to the California Controller's Unclaimed Property Fund in the name of the individual who did not cash their check. Funds can be claimed by such individuals by submitting a claim at claimit.ca.gov or by calling 800-992-4647.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MICHELLE FARTHING, JEREMIAH
BURKE, JARVIS RICHMOND, and
ANDREA HUGHES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MILESTONE TECHNOLOGIES, INC., a
California Corporation ; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: **CGC-21-591251**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Action Filed: May 4, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County San Francisco, on _____[DATE], for the
3 motion by Plaintiffs Jeremiah Burke, Andrea Hughes, and Jarvis Richmond (“Plaintiffs”) for
4 preliminary approval of the class settlement with Defendant Milestone Technologies, Inc.
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is SIX HUNDRED THIRTY THOUSAND
18 DOLLARS (\$630,000). It appears to the Court on a preliminary basis that the settlement amount
19 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
20 against the probable outcome of further litigation and the significant risks relating to certification,
21 liability and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that settlement at this time will avoid substantial
24 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the Action. It further appears that the Agreement has been reached as the
26 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
27 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
28

PRELIMINARY APPROVAL ORDER

1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed TWENTY
5 THOUSAND DOLLARS (\$20,000), and proposed Class Representative Service Payments to the
6 Plaintiffs in an amount not to exceed TEN THOUSAND DOLLARS (\$10,000) each (or THIRTY
7 THOUSAND DOLLARS (\$30,000) total). The Court will not approve the amount of attorneys'
8 fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs
9 will be required to present evidence supporting these requests prior to final approval.

10 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who were
14 employed by Defendant in California, who were classified as hourly, non-exempt employees, and
15 who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening
16 Associates at any time during the Class Period." The Class Period is May 4, 2017 through June
17 25, 2022.

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

1 7. The Court provisionally appoints Plaintiffs Jeremiah Burke, Andrea Hughes, and
2 Jarvis Richmond as the representatives of the Class. The Court provisionally appoints Norman B.
3 Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik
4 De Blouw LLP as Class Counsel for the Class.

5 8. The Court hereby approves, as to form and content, the Notice of Proposed
6 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”), as
7 revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
8 appears to fully and accurately inform the Class of all material elements of the proposed
9 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
10 out request, and of each Class Member’s right and opportunity to object to the Settlement. The
11 Court further finds that the distribution of the Class Notice substantially in the manner and form
12 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
13 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
14 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
15 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
16 address, the Settlement Administrator will promptly search for a more current address for the
17 Class Member and re-mail the Class Notice Packet to the Class Member no later than seven (7)
18 business days after the receipt of the undelivered Class Notice.

19 9. The Court hereby appoints Simpluris as Settlement Administrator. No later than
20 fourteen (14) calendar days after issuance of this Order, Defendant shall provide to the Settlement
21 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
22 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
23 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
24 written authorization or by order of the Court. The Settlement Administrator will perform address
25 updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts
26 to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving
27
28

1 the Class information spreadsheet, the Settlement Administrator will mail the Class Notice to all
2 Class Members via first-class U.S. Mail.

3 10. The Court hereby preliminarily approves the proposed procedure for exclusion
4 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
5 from the Class as provided in the Class Notice by following the instructions set forth in the Class
6 Notice. All requests for exclusion must be postmarked by no later than sixty (60) calendar days
7 after the date of the mailing of the Class Notice. If the Class Notice Packet is re-mailed, this
8 deadline will be extended an additional fifteen (15) calendar days. Any such person who chooses
9 to opt-out of and be excluded from the Class will not be entitled to any recovery under the
10 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
11 thereon. Aggrieved Employees shall be sent their share of the PAGA Payment and will be subject
12 to the release of the PAGA Released Claims regardless of whether they opt-out of the Class.
13 Class Members who have not requested exclusion shall be bound by all determinations of the
14 Court, the Agreement, and the Judgment. A request for exclusion applies only to the individual
15 submitting the request for exclusion, and any attempt to effect an opt-out on behalf of any other
16 individual or individuals (including a group, class, or subclass of individuals) is not permitted and
17 will be deemed invalid.

18 11. Any Class Member who has not opted-out may appear at the Final Approval
19 Hearing and may object or express the Member's views regarding the Settlement, and may present
20 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
21 and determined by the Court as provided in the Class Notice. Class Members will have until the
22 deadline set forth in the Class Notice to submit their written objections to the Settlement
23 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
24 mailed, the deadline will be extended an additional fifteen (15) calendar days. Alternatively, Class
25 Members may appear at the Final Approval Hearing to make an oral objection.

26 12. A Final Approval Hearing shall be held before this Court on _____
27 _____ at _____ in Department 302 at the Civic Center Courthouse of the San

1 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
2 including: whether the proposed settlement of the Action on the terms and conditions provided for
3 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
4 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
5 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
6 Class Members; and to finally approve attorneys' fees and costs, the service awards, and the
7 expenses of the Settlement Administrator. The motion for final approval and the motion for
8 attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no
9 later than sixteen (16) court days before the hearing and both motions shall be heard at the Final
10 Approval Hearing.

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

23 14. In the event the Settlement does not become effective in accordance with the terms
24 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
25 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
26 and the Parties shall revert to their respective positions as of before entering into the Agreement,
27 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
28

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. In such
3 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
4 referred to in litigation for any purpose. Nothing in this Paragraph 14 is intended to alter the terms
5 of the Agreement with respect to the effect of the Agreement if the Settlement it is not approved.

6 15. The Court reserves the right to adjourn or continue the date of the Final Approval
7 Hearing and all dates provided for in the Agreement without further notice to Class Members, and
8 retains jurisdiction to consider all further applications arising out of or connected with the
9 proposed Settlement.

10 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
11 further orders of the Court at the Final Approval Hearing.

12 **IT IS SO ORDERED.**

13
14 Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MICHELLE FARTHING, JEREMIAH
BURKE, JARVIS RICHMOND, and
ANDREA HUGHES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

MILESTONE TECHNOLOGIES, INC., a
California Corporation ; and DOES 1 through
50, inclusive,

Defendants.

Case No. CGC-21-591251

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: _____

Hearing Time: _____

Judge:

Dept.:

Action Filed: May 4, 2021

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiffs Jeremiah Burke, Andrea Hughes, and Jarvis Richmond (“Plaintiffs”) for final approval of the Class and Representative Action Settlement Agreement (the “Agreement”) with Defendant Milestone Technologies, Inc. (“Defendant”) and payments to the Plaintiffs, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Settlement Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its [REDACTED], 2022, order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2021, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

1. The certification of the Class is confirmed for the sole and exclusive purpose of entering a settlement in this matter:

All individuals who were employed by Defendant in California, who were classified as hourly, non-exempt employees, and who worked as Screening Associates, Team Lead Screening Associates, or Shift Lead Screening Associates at any time during the Class Period. The Class Period is May 4, 2017 through June 25, 2022.

2. The Settlement Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiffs as the Class Representatives, and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) was sent to each Class

Exhibit C-1

1 Member by first-class mail. These papers informed Class Members of the terms of the
2 Settlement, their right to receive a Settlement Share, their right to comment on or object to the
3 Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
4 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
5 final approval of the Settlement. Adequate periods of time were provided by each of these
6 procedures to provide notice of their rights and time for Class Members to act with respect to
7 these rights. _____ objected to the Settlement as part of this notice process or stated an
8 intent to appear at the final approval hearing. [The Court overrules the objections raised by
9 objecting Participating Class Members.]

10 5. The Court finds and determines that this notice procedure afforded adequate
11 protections to Class Members and provides the basis for the Court to make an informed decision
12 regarding approval of the Settlement based on the responses of Class Members. The Court finds
13 and determines that the Class Notice provided in this case was the best notice practicable, which
14 satisfied the requirements of law and due process.

15 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
16 determines that the proposed class, as defined in the definitions section of the Agreement and
17 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby
18 ordered that the Class is finally approved and certified as a class for purposes of the Settlement.

19 7. The Court further finds and determines that the Gross Settlement Amount of SIX
20 HUNDRED THIRTY THOUSAND DOLLARS (\$630,000) and the terms of the Settlement are
21 fair, reasonable, and adequate to the Class and to each Class Member. The Class Members who
22 have not opted-out will be bound by the Settlement. Aggrieved Employees (as defined in the
23 Agreement as all individuals who were employed by Defendant in California, who were
24 classified as hourly, non-exempt employees, and who worked as Screening Associates, Team
25 Lead Screening Associates, or Shift Lead Screening Associates as at any time during the PAGA
26 Period or May 4, 2020 through June 25, 2022) will release the Released PAGA Claims as set
27 forth in the Agreement, and will be sent a portion of the PAGA Payment, regardless of whether
28

Exhibit C-1

1 they opt-out of the Class. The Settlement is ordered finally approved, and all terms and
2 provisions of the Settlement should be and hereby are ordered to be consummated.

3 8. The Court finds and determines that the Settlement Shares to be paid to the
4 Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
5 Court hereby grants final approval to and orders the payment of those amounts to be made to the
6 Participating Class Members out of the Net Settlement Amount in accordance with the
7 Agreement.

8 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
9 Code §§ 2699(l)(2), (l)(4), the LWDA has been given notice of the Settlement. Pursuant to
10 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
11 Court, Plaintiffs served the LWDA with the motion which included a copy of the Agreement.
12 The Court finds and determines that the notice of the Settlement complied with the statutory
13 requirements of PAGA.

14 10. The Court finds and determines that the resolution of the Released PAGA Claims
15 and the PAGA Payment of TWENTY THOUSAND DOLLARS (\$20,000), which includes
16 payment to the LWDA FIFTEEN THOUSAND DOLLARS (\$15,000) as its share of the
17 settlement of civil penalties and the allocation of FIVE THOUSAND DOLLARS (\$5,000) to the
18 Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby grants
19 approval of the resolution of the PAGA claims and orders that the PAGA Payment be paid out of
20 the Gross Settlement Amount in accordance with the Agreement.

21 11. The Court finds and determines that the fees and expenses of Simpluris in
22 administering the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
23 Court hereby grants final approval to such amount and orders that the payment of approximately
24 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

25 12. In addition to any recovery that Plaintiffs may receive from the Net Settlement
26 Amount and PAGA Payment, and in recognition of the Plaintiffs' efforts on behalf of the Class,
27 and the risks they undertook, the Court hereby approves the payment of the Class Representative
28

Exhibit C-1

Service Payments to Plaintiffs in the amount of TEN THOUSAND DOLLARS (\$10,000) each.
The Class Representative Service Payments shall be paid from the Gross Settlement Amount.

13. Pursuant to the authorities and argument presented to the Court, the Court approves the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the Gross Settlement Amount.

14. The parties are hereby ordered to comply with the terms of the Settlement.

15. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

IT IS SO ORDERED.

Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MICHELLE FARTHING, JEREMIAH
BURKE, JARVIS RICHMOND, and
ANDREA HUGHES, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

MILESTONE TECHNOLOGIES, INC., a
California Corporation ; and DOES 1 through
50, inclusive,

Defendants.

Case No. CGC-21-591251

[PROPOSED] FINAL JUDGMENT

Hearing Date: _____

Hearing Time: _____

Judge:

Dept.:

Action Filed: May 4, 2021

Trial Date: Not set

Exhibit C-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class and Representative Action Settlement Agreement (the “Agreement”) and the Order Granting Final Approval of Settlement, Plaintiffs Jeremiah Burke, Andrea Hughes, and Jarvis Richmond (“Plaintiffs”), and all members of the Class, shall take nothing by their complaint(s) in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. The Court finds that in consideration of Plaintiffs’ awarded Class Representative Service Payments, and the other terms and conditions of the Settlement, as of the date the Milestone Technologies, Inc. (“Defendant”) fully funds the Gross Settlement Amount, Plaintiffs generally release and discharge the Released Parties (as defined in the Agreement) from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”) as fully set forth in the Agreement.

4. The Court finds that in consideration for their Settlement Shares, as of the Effective Date, the Released Parties shall receive a release from the Participating Class Members of any and all federal, state, local and common law claims for unpaid wages and overtime compensation (including any claims based on working “off-the-clock” and any rounding policy), unpaid minimum wages, unpaid rest break premiums, unpaid meal period premiums, unreimbursed business expenses, waiting time penalties, wage statement penalties, any and all claims for civil penalties (including those asserted under PAGA) based on any of the facts alleged in the Action or claims that could have been alleged based upon the facts set forth in the operative complaint which occurred during the Class Period (May 4, 2017 through June 25, 2022), and expressly excluding all other claims, including claims for vested benefits, wrongful

Exhibit C-2

1 termination, unemployment insurance, disability, social security, workers' compensation, and
2 class claims outside of the Class Period ("Released Class Claims").

3 5. The Court finds that in consideration for the approved PAGA Payment, upon the
4 Effective Date, the Released Parties shall receive a release from the State of California of all
5 PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated
6 on the violations of the applicable California Labor Code sections and applicable Wage Orders
7 alleged in the operative complaint and/or the LWDA Notices submitted by Plaintiffs in the
8 Action which occurred during the PAGA Period ("Released PAGA Claims"). The Released
9 PAGA Claims exclude any PAGA claims outside the PAGA Period (May 4, 2020 through June
10 25, 2022). The release of the Released PAGA Claims shall be effective as to all Aggrieved
11 Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion
12 from the Class. The Released PAGA Claims do not include other PAGA claims, underlying
13 wage and hour claims, claims for vested benefits, wrongful termination, unemployment
14 insurance, disability, social security, and worker's compensation, and claims outside of the
15 PAGA Period.

16 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
17 except as otherwise provided in the Agreement, the Order Granting Final Approval of
18 Settlement, and this Judgment.

19 7. The Court enters final judgment in the Action in accordance with the Agreement
20 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
21 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
22 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
23 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
24 law.

25 8. Upon completion of administration of the settlement, the Settlement
26 Administrator will provide written certification of such completion to the Court and counsel for
27 the parties. The Court sets a compliance hearing date of _____, at
28

Exhibit C-2

_____ a.m. / p.m., and the written certification of the Settlement Administrator shall be
filed no later than fourteen (14) days before this hearing.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

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

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

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

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

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



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

Estimate #:	14626V2	Prepared By:	Michael Sutherland
Estimate Date:	3/28/2022	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

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

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Milestone: Opt Out Settlement

Anticipated Total Cost	\$15,399
Capped Fee*	\$15,000

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- .2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	1,300	Undeliverable Rate:	8%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	No
Unclaimed Funds:	Escheat	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	8	\$1,000.00
Database Manager - Initial Data Analysis	\$140.00	8	\$1,120.00
Total			\$2,120.00

Notification

Notice Packet: 4 pg Notice - Double Sided - English

Check Cashing Deadline Reminder.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$0.60	1,300	\$780.00
Postage	\$0.53	1,300	\$689.00
NCOA/CASS/LACS	\$165.00	1	\$165.00
Undeliverable Processing	\$0.25	104	\$26.00
Skip Trace RUM	\$1.00	104	\$104.00
Remail Notice Packet	\$1.00	88	\$88.40
Remail Postage	\$0.53	88	\$46.85
Reminder Post Card Check Cashing Deadline	\$0.30	351	\$105.30
Postage	\$0.35	351	\$122.85
Mailing Supervisor	\$50.00	2	\$100.00
Total			\$2,227.40

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	6	\$450.00



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Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	4	\$500.00
Resolving Mismatched TINs	\$75.00	4	\$300.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	13	\$32.50
Opt Out Processing	\$1.50	13	\$19.50
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	4	\$500.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$1,402.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	6	\$840.00
Disbursement Manager - Data Validation	\$75.00	2	\$150.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	1300	\$3,900.00
Postage	\$0.53	1300	\$689.00
Process Returned Checks	\$0.50	13	\$6.50
Skip Trace Search Undeliverable Checks	\$5.00	13	\$65.00
Remail Checks (Includes Postage)	\$4.00	13	\$52.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2022	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$5.00	13	\$65.00
Postage	\$0.58	13	\$7.54
Escheat management-State	\$300.00	1	\$300.00
Disbursement Manager	\$125.00	5	\$625.00
Total			\$9,050.04



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage \$1,424.85

Total Case Costs

\$15,399.44

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

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

Simpluris Security Summary – White Paper

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

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

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

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