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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

GUILLERMO NUNEZ and ERIBERTO  
AQUINO, on behalf of the State of  
California, as private attorneys general,  
and as individuals on behalf of themselves  
and on behalf of others similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT  
COMPANY, L.L.C., a Limited Liability  
Company; INTERSTATE HOTELS AND  
RESORTS, INC.; and DOES 1 through 50,  
inclusive,

Defendants.

**Case No. 37-2021-00023535-CU-OE-CTL**

**DECLARATION OF NORMAN BLUMENTHAL  
IN SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS SETTLEMENT AND  
AWARD OF ATTORNEYS' FEES, COSTS AND  
SERVICE AWARDS**

Hearing Date: December 8, 2023

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated August 9, 2023]*

Judge: Hon. Keri Katz

Dept: 74

Action Filed: May 27, 2021

Trial Date: Not Set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De  
3 Blouw LLP, counsel of record for Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) in this  
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following  
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to  
6 the matters stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final  
7 approval of the class settlement, including attorneys’ fees, costs and service award.

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

25  
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the  
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1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Interstate  
2 Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) reached a full and  
3 final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently  
4 with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by  
5 Defendants is Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000). (Agreement at ¶¶  
6 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following elements:  
7 (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees  
8 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the  
9 Class Representative Service Payments to Plaintiffs; and (5) the PAGA Penalties payment. (Agreement  
10 at ¶ 1.22.)

11 (b) The Gross Settlement Amount does not include Defendants’ share of payroll taxes.  
12 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.  
13 (Agreement at ¶ 3.1.)

14 (c) Within thirty (30) days of the order granting final approval, Defendants shall deposit the  
15 Gross Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual  
16 Class Payments to Participating Class Members along with the other Court-approved distributions shall  
17 be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross Settlement  
18 Amount. (Agreement at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved  
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service  
21 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the  
22 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class  
23 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement  
24 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)  
25 dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class  
26 Members during the Class Period and (b) multiplying the result by each Participating Class Member's  
27 Pay Periods. (Agreement at ¶ 3.2(e).) Pay Periods will be based on Defendants’ records; however, Class  
28

1 Members will have the right to challenge the number of Pay Periods.

2 (e) Class Members may choose to opt-out of the Settlement by following the directions in the  
3 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed  
4 Participating Class Members who will be bound by the Settlement and will be entitled to receive an  
5 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who  
6 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain  
7 subject to the release of the Released PAGA Claims regardless of their request for exclusion.  
8 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right  
9 to object to the Settlement and/or dispute their Pay Periods. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check within  
11 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will  
12 be voided and any funds represented by such checks to to the California Controller's Unclaimed Property  
13 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements  
14 of California Code of Civil Procedure Section 384, subd. (Agreement at ¶ 5.4.)

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement  
16 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed  
17 \$47,000. (Agreement at ¶ 3.2(c).) The fees and costs incurred for the settlement administration will be  
18 set forth in the forthcoming Declaration of Nicol Bench from ILYM Group.

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum  
20 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
21 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class  
22 Counsel Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).)  
23 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the  
24 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this  
25 separate motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is  
26 providing evidentiary support, for these requests, including lodestar.

27 (i) Subject to Court approval, Sixty Thousand Dollars (\$60,000) will be paid from the Gross  
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1 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor  
2 Code Section 2698, *et seq.* (“PAGA”). Pursuant to the express requirements of Labor Code § 2699(i),  
3 the PAGA Penalties shall be allocated as follows: 75% (\$45,000) shall be allocated to the Labor  
4 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$15,000)  
5 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the  
6 number of their respective PAGA Period Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the  
7 accompanying proof of service, the LWDA has been served with this motion and the Agreement.

8 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved  
9 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the  
10 settlement is “fair, adequate, and reasonable”. (Preliminary Approval Order at ¶ 3.) In sum, the  
11 Settlement valued at \$2,920,000 is an excellent result for the Class. This result is particularly favorable  
12 in light of the fact that liability and class certification in this case were far from certain in light of the  
13 defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the  
14 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed  
15 settlement is fair, reasonable and adequate, and should be finally approved.

16  
17 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order  
18 dated August 9, 2023 (“Preliminary Approval Order”), the approved Class Notice has been disseminated  
19 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September  
20 25, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which  
21 provided each class member with the terms of the Settlement, including notice of the claims at issue and  
22 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were  
23 being sought, how individual settlement awards would be calculated, and the specific, estimated payment  
24 amount to that individual. See Declaration of Nicole Bench (“Bench Decl.”). In disseminating the notice,  
25 the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval  
26 Order. Currently, there have been no objections and only one request for exclusion. The final results  
27 will be documented in the forthcoming Declaration of Nicole Bench. As such, nearly the entire Class  
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1 will participate in the Settlement and will be sent a settlement check.

2  
3 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other  
4 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and  
5 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,  
6 were not provided accurate itemized wage statements, were not paid all wages at the time of termination.  
7 The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal  
8 relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing  
9 claims.

10  
11 6. Procedural History of the Litigation

12 (a) On May 27, 2021, Plaintiff Guillermo Nunez filed a Representative Action Complaint against  
13 Defendant Interstate Management Company in the Superior Court of the State of California, County of  
14 San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor  
15 Code §§ 2698, et seq. ("PAGA"), Case No. 37-2021-00023535-CU-OE-CTL (hereinafter "Nunez  
16 Action").

17 (b) On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing  
18 a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case,  
19 No. 30-2020-001164624-CU-OE-CXC ("Aquino Action"). Plaintiff Aquino's Complaint asserted claims  
20 against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.;  
21 (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3)  
22 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to  
23 provide required meal periods in violation of California Labor Code §§ 226.7 and 512; (5) failure to  
24 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse  
25 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide  
26 accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to provide  
27 wages when due in violation of California Labor Code §§ 201, 202 and 203; (9) failure to pay timely  
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1 wages in violation of California Labor Code § 210; (10) failure to unlawfully receive wages in violation  
2 of California Labor Code § 221; and (11) violation of PAGA. On July 8, 2021, Plaintiff Eriberto Aquino  
3 dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil  
4 penalties under PAGA. On October 6, 2021, Plaintiff Eriberto Aquino filed a First Amended Complaint  
5 in the Aquino Action.

6 (c) As part of the Agreement, the Parties agreed to stipulate to consolidate the Aquino Action into  
7 the Nunez Action. On May 10, 2023, the Parties filed a First Amended Consolidated Class and  
8 Representative Action Complaint in the Nunez Action, which encompassed the claims in the Aquino  
9 Action and added class allegations on behalf of the Class Members for Labor Code violations arising out  
10 of the same alleged facts in the PAGA claim. This First Amended Consolidated Class and Representative  
11 Action Complaint is referred to as the Operative Complaint.

12 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including  
13 production of documents, class data, and other information, allowing for the full and complete analysis  
14 of liabilities and defenses to the claims in the Action. Plaintiffs obtained informal discovery, which  
15 included the production and analysis of relevant documents. The information for mediation obtained by  
16 Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the class; (3)  
17 Defendants' wage and hour policies and job descriptions; (4) the employment file for the Plaintiffs; and,  
18 (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and  
19 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the  
20 claims for the Class.

21 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.  
22 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the  
23 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have  
24 engaged in substantial research and investigation in connection with the Action. Class Counsel has  
25 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert  
26 to perform an analysis of the data and valuation of the claims.

1 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior  
2 to mediation, the Parties engaged in the above investigation and the exchange of documents and  
3 information in connection with the Action. On September 23, 2022, the Parties participated in an all-day  
4 mediation presided over by Louis Marlin, a respected and experienced mediator of wage and hour class  
5 actions. Following the mediation, each side, represented by its respective counsel, were able to agree  
6 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of  
7 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.  
8 At all times, the negotiations were arm's length and contentious.

9 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any  
10 kind associated with the claims alleged in the Action and further deny that, for any purpose other than  
11 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,  
12 among other things, that they have properly classified and compensated the Class Members and complied  
13 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.  
14 Further, Defendants contend that class certification is inappropriate for any reason other than for  
15 settlement. Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further  
16 contend that the Action is appropriate for class certification on the basis that the claims meet the  
17 requisites for class certification. Without admitting that class certification is proper, Defendants have  
18 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.10.) The  
19 Parties agree that certification for settlement purposes is not an admission that class certification is  
20 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the  
21 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties  
22 stipulate and agree that the requisites for establishing class certification with respect to the Class are  
23 satisfied.

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

7

8           7. History of Settlement Discussions

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

17           (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and  
18 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation  
19 for the mediation, Defendants provided Class Counsel with necessary information for the members of  
20 the Class, including time punch data, payroll data and information concerning the composition of the  
21 Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and  
22 prepared and submitted a mediation brief and damage valuation to the Mediator. Following this all-day  
23 mediation, the Parties agreed to this Settlement. The final settlement terms were negotiated and set forth  
24 in the Agreement now presented for this Court's approval. Importantly, Plaintiffs and Class Counsel  
25 believe that this Settlement is fair, reasonable and adequate.

26           (c) From February 2023 to June 2023, the settlement agreement and exhibits thereto were  
27 finalized and executed, and then presented by motion to this Court for preliminary approval. On August  
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1 9, 2023, the Court issued its Order granting preliminary approved of the settlement as fair and reasonable  
2 to the Class.

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

5

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

7 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of  
8 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied  
9 with all applicable laws. Defendants argued that all work time was paid for and that the regular rate was  
10 properly calculated. Defendants contended that their meal and rest period policies fully complied with  
11 California law, that Defendants' timekeeping system recorded meal periods, and that all meal periods  
12 were provided. Defendants' could argue the significant meal period premiums paid was evidence of their  
13 legally compliance practices. Further, Defendants argued that Defendants were not required to record  
14 rest periods. As to expenses reimbursement, Defendants maintained that employees were not required  
15 to use their cell phones and any use of their cell phone was voluntary for their convenience and therefore  
16 not subject to Labor Code §2802. Defendants argued that the decisions in *Brinker v. Superior Court*, 53  
17 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar*  
18 *v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened Plaintiffs' claims, on liability, value,  
19 and class certifiability as to the meal and rest period claims. Defendants also argues that based on its  
20 facially lawful practices, they acted in good faith and without willfulness, which if accepted would negate  
21 the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendants'  
22 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that  
23 these defenses could be overcome, Defendants maintains these defenses have merit and therefore present  
24 a serious risk to recovery by the Class.

25 (b) There was also a significant risk that, if the Actions were not settled, Plaintiffs would be  
26 unable to obtain class certification and thereby not recover on behalf of any employees other than  
27 themselves. Defendants argued that the individual experience of each putative class member varied with  
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1 respect to the claims. Defendants could also contest class certification by arguing injury and good faith  
2 were case-by-case determinations that precluded class certification. Plaintiffs are aware of other cases  
3 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th  
4 885 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,  
5 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.  
6 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has  
7 been certified. While other cases have approved class certification in wage and hour claims, class  
8 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

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

24 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses  
25 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval  
26 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably  
27 to the value of the claims. The calculations to compensate for the amount due to the Class Members at  
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1 the time this Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in  
2 advance of mediation. Class Counsel analyzed the data for putative class members and determined the  
3 potential maximum damages for the class claims. For the Class, the maximum value of the claim for  
4 unpaid wages due to off the clock work was potentially \$4,377,709, the maximum value of the claim for  
5 unpaid wages due to an alleged miscalculation of the regular rate was \$31,224, the maximum value of  
6 the claim for unpaid wages due to the maximum potential damages for unpaid meal premiums were  
7 estimated to be \$306,630 based upon an alleged 11% violation rate and after deducting the significant meal  
8 period premiums paid by Defendants, the maximum potential rest period damages were estimated to be  
9 \$1,673,146 based upon the same alleged 100% violation rate, and the maximum potential damages for  
10 failure to provide expense reimbursement were calculated to be \$250,000. In total, the damages for the  
11 Class were calculated to have a maximum potential total value of \$6,638,710. In addition, Plaintiffs  
12 calculated that the maximum value of the potential waiting time penalties were between \$5,369,305 and  
13 \$17,744,738, depending on the predicate violation, and the maximum value of the potential wage  
14 statement penalties were \$8,687,100.<sup>1</sup> Defendants vigorously disputed Plaintiffs' calculations and  
15 exposure theories. Consequently, the Gross Settlement Amount represents more than 43% of the potential  
16 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full.<sup>2</sup>  
17 The above maximum calculations should then be adjusted in consideration for both the risk of class  
18 certification and the risk of establishing class-wide liability on all claims. Given the amount of the  
19 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and  
20 reasonable. Clearly, the goal of this litigation has been met.

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21  
22  
23 <sup>1</sup> While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
24 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses  
25 asserted by Defendants, including, a good faith dispute defense as to whether any wages were owed  
26 given Defendants' position that Plaintiffs were properly compensated. *See Nordstrom Commission*  
27 *Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and  
28 employee have a good faith dispute as to whether and when the wages were due.").

29 <sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the  
30 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the  
31 Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant  
2 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial  
3 defenses both to liability and to class certification. Currently, the maximum and average class member  
4 allocations will be set forth in the Bench Decl. Given the complexities of this case, the defenses, along  
5 with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and  
6 should be finally approved.

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

12  
13 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

14 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And  
15 Should Be Enforced

16 (a) Class Counsel successfully negotiated a class action settlement which provides for  
17 a common fund settlement to be paid by Defendants to the Class in the amount of Two Million Nine  
18 Hundred Twenty Thousand Dollars (\$2,920,000). (the "Gross Settlement Amount"). (Agreement at ¶¶  
19 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to  
20 one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶  
21 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees  
22 Payment in an amount equal to one-third of the Gross Settlement Amount.<sup>3</sup>

23 (b) In the class action context, that means "attempting to award the fee that informed  
24 private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining  
25 between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-

26  
27 <sup>3</sup> The Plaintiffs have agreed to a fee split fifty percent (50%) to Blumenthal Nordrehaug Bhowmik  
28 De Blouw LLP, and fifty percent (50%) to Jackson Law, APC. (Agreement at ¶ 3.2(b).)

1 third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for  
2 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees  
3 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate  
4 market value of the award requested.

5 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be  
6 approved. The requested fee award was bargained for during arms' length adversarial bargaining by  
7 counsel for each of the parties as part of the Settlement.

8  
9 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value  
10 Created for the Benefit of the Class

11 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to  
12 one-third of the Gross Settlement Amount of \$2,920,000 , which equals \$973,333.33 for attorneys' fees.  
13 As part of the Agreement, Defendants also agreed that Class Counsel may seek a "Class Counsel  
14 Litigation Expenses Payment of not more than \$40,000." (Agreement at ¶ 3.2(b).) Finally, Defendants  
15 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of  
16 \$10,000 each, as their service award under the Agreement.

17 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases  
18 involving a significant contingent risk such as this one. Our legal system places unique reliance on  
19 private litigants to enforce substantive provisions of employment law through class actions. Therefore,  
20 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated  
21 in private bargaining that takes place in the legal market place.

22 (c) There is a substantial difference between the risk assumed by attorneys being paid by  
23 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go  
24 to the bank with his fee. The attorney working on a contingent basis can only log hours while working  
25 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into  
26 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives  
27 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves  
28

1 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and  
2 financial burden of private enforcement makes the requested award appropriate. This case was litigated  
3 on a contingent basis for over two years, with all of the risk factors inherent in such an uncertain  
4 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations  
5 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be  
6 applied to the fee award.

7 (d) Here, the contingent nature of the fee award, both from the point of view of eventual  
8 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee  
9 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the  
10 successful prosecution of the action, were present here. Attorneys' fees in this case were not only  
11 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their  
12 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which  
13 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the  
14 multiplier approved in other cases.

15 (e) At the time this case was brought, the result was far from certain as discussed above  
16 at paragraphs 8(a) and 8(b).

17 (f) The Settlement was possible only because Class Counsel was able to convince  
18 Defendants that Plaintiffs could potentially prevail on the contested issues regarding liability, achieve  
19 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need  
20 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage  
21 and hour and class action litigation. The high quality of the Class Counsel's work in this case was  
22 mandated by the vigorous defense presented by counsel for Defendants. Over the two years of litigation,  
23 Class Counsel was required to invest substantial time and resources in investigation, litigation, the  
24 determination of potential damages and communicating with and responding to opposing counsel's and  
25 class members' requests and inquiries.

26 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego  
27 compensable hourly work on other cases to devote the necessary time and resources to this contingent  
28

1 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent  
2 fee work in this case which could potentially have paid nothing.

3 (h) Class Counsel were required to advance all costs in this litigation. Especially in this  
4 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be  
5 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can  
6 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by  
7 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class  
8 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class  
9 Counsel advanced more than \$37,000 in costs which could not have been recovered if this case had been  
10 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,  
11 as well as other potential negative financial ramifications from having sued Defendants on behalf of the  
12 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on  
13 Plaintiffs also support the requested awards.

14 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on  
15 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9<sup>th</sup>  
16 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$673,299  
17 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing  
18 records for Class Counsel evidence that through November 9, 2023, Class Counsel's total lodestar is  
19 \$672,868, with significant additional fees still to be incurred to complete final approval and the  
20 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total  
21 lodestar with a multiplier of less than 1.5, and there will be additional lodestar incurred by Class Counsel  
22 to complete the settlement process and manage the settlement distribution. Such a multiplier is below  
23 the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.<sup>4</sup> As a result, this Court

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24  
25 <sup>4</sup> See *Laffitte, supra*, 1 Cal. 5<sup>th</sup> at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);  
26 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9<sup>th</sup> Cir. 2002)(3.65 multiplier approved because of  
27 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions  
28 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*  
*Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*  
*re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of

1 may conclude that the requested award is fair and reasonable and is justified under California law.

2 (j) Counsel retained on a contingency fee basis, whether in private matters or in  
3 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent  
4 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that  
5 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true  
6 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if  
7 counsel is not adequately compensated for the risks inherent in difficult class actions, competent  
8 attorneys will be discouraged from prosecuting similar cases.

9 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior  
10 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage  
11 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County  
12 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award  
13 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco  
14 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third  
15 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*  
16 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel  
17 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*  
18 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a  
19 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*  
20 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a  
21 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*  
22 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn  
23 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
24 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded

25  
26  
27 2.52 as “fair and reasonable); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming  
28 multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.  
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement.

12. The contemporaneous billing records for Class Counsel evidence that through November

1 9, 2023, Class Counsel’s total lodestar is \$672,868, with significant additional fees still to be incurred  
2 to complete final approval and the settlement process. The requested fee award is therefore currently  
3 equivalent to Class Counsel’s total lodestar with a multiplier of less than 1.5, and there will be additional  
4 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement  
5 distribution. From March 23, 2023 to November 9, 2023, my firm worked on this matter for over 393  
6 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar  
7 for my firm in the amount of \$299,070. A detailed breakdown of the total fees and the services  
8 performed by the firm on this case is attached hereto as Exhibits #3 and 4.<sup>5</sup> In addition, Class Counsel  
9 will be performing significant additional work that is not included in this lodestar amount, including  
10 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion  
11 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for  
12 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal  
13 community for similar work and, if this were a commercial matter, these are the charges that would be  
14 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the  
15 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current  
16 Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court’s  
17 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,  
18 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear  
19 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of  
20 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by  
21 comparing such rates with the rates of comparable counsel practicing complex and class litigation as  
22 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*  
23 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average  
24 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates  
25 when compared within 21 other firms practicing in the Southern District of California.) This survey is  
26

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27 <sup>5</sup> My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to  
28 June 2022, and Exhibit #4 contains the billing from June 2022 to November 9, 2023.

1 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that  
2 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases  
3 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,  
4 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for  
5 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
6 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates  
7 charged by Class Counsel for comparable work are less than these examples, and are therefore  
8 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by  
9 the currently lodestar incurred with a reasonable multiplier of 2 which will be even less by the completion  
10 of the settlement. This is comparable to the multiplier approved in other cases. The requested award  
11 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

### 12 13 Litigation Expenses

14 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a "Class  
15 Counsel Litigation Expenses Payment of not more than \$40,000." Class Counsel requests reimbursement  
16 for incurred litigation expenses and costs in the amount of \$37,019.79 based upon counsel's billing  
17 records which evidence total combined expenses of \$37,019.79. The requested expense reimbursement  
18 is less than the not-to-exceed amount identified in the Agreement and the difference will remain in the  
19 Net Settlement Amount for distribution to the Class. The litigation expenses incurred by my firm total  
20 \$17,677.59 and include the expenses incurred for filing fees, expert fees (Berger Consulting Group),  
21 attorney service charges (Knox, One Legal), Lexis charges, the downloads of documents from the Court  
22 docket, and delivery expenses, all of which are costs normally billed to and paid by the client. The  
23 details of the litigation expenses incurred are set forth in Exhibits #3 and 4 hereto.<sup>6</sup> The expenses  
24 incurred by my firm in the amount of \$17,677.59 were reasonably incurred in the prosecution of the  
25 Action.

26  
27 <sup>6</sup> My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to  
28 June 2022, and Exhibit #4 contains the billing from June 2022 to November 9, 2023.

1  
2 Service Awards

3       14. For their service as the class representatives, Plaintiffs should be awarded the agreed  
4 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended  
5 on behalf of the Class. (Agreement at ¶ 3.2(a).) Defendants have agreed to this payment and there have  
6 been no objections to the requested service awards. The previously submitted Declarations of the  
7 Plaintiffs in support of this request are attached hereto as Exhibit #6 and 7. As the representatives of the  
8 Class, Plaintiffs performed their duty to the Class admirably and without exception. Plaintiffs worked  
9 extensively with Class Counsel during the course of the litigation, responding to numerous requests,  
10 searching for documents, working with counsel, and reviewing the settlement documentation. The  
11 Declaration of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.  
12 Plaintiffs also assumed the serious risk that she might possibly be liable for costs and fees to Defendants,  
13 as well as the reputational risk of being “blacklisted” by other future employers for having filed a class  
14 action on behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and  
15 information, no other employees would be receiving any benefit. The payment of service awards to  
16 successful class representatives is appropriate and the amount of \$10,000 is well within the currently  
17 awarded range for similar settlements. The requested award is also reasonable by reference to the  
18 amounts that other California courts have found to be reasonable in wage and hour class action  
19 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.  
20 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,  
21 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was  
22 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000  
23 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000  
24 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*  
25 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at \*51-\*52 (N.D. Cal. 2007) (awarding \$25,000 service award in  
26 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles  
27 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless*,  
28

1 LLC, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award);  
2 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court  
3 (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,  
4 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service  
5 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,  
6 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*  
7 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding  
8 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County  
9 Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,  
10 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service  
11 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
12 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*  
13 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service  
14 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July  
15 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.  
16 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award  
17 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
18 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*  
19 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,  
20 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.  
21 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*  
22 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,  
23 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case  
24 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);  
25 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court  
26 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,  
27 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
28

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

14       15.     The requested service awards are also reasonable in light of the reputational risk that  
15 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future  
16 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is  
17 searchable on the internet and may become known to prospective employers when evaluating" her for  
18 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, \*20 (S.D.N.Y. Oct.  
19 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed  
20 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry  
21 exists that allows employers to run extensive background searches on potential employees. Companies  
22 who provide these services specifically highlight the fact that their services allows employers to weed  
23 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of  
24 whether a prospective employee is likely to sue" the employer, through background checks and other  
25 means, to screen out these employees.<sup>7</sup> Onicra Credit Rating Agency states: "Background screening has  
26 become a necessity in today's litigious society." Back Track Screening also represents: "In today's

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27       <sup>7</sup> [www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees](http://www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees).

1 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."<sup>8</sup>  
2 PreciseHire also offers employment screening and similarly warns: "with today's business climate being  
3 extremely competitive and highly litigious, conducting pre employment background checks has become  
4 a necessity."<sup>9</sup>

5 16. As a result, Class Counsel respectfully requests approval of the application for award of  
6 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation  
7 expenses in the amount of \$37,019.79, and approval of the requested service awards to the Plaintiffs.

8 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.  
9 The Class Counsel Fees Payment will be split fifty percent (50%) to Blumenthal Nordrehaug Bhowmik  
10 De Blouw LLP, and fifty percent (50%) to Jackson Law, APC. The Plaintiffs expressly agreed to this  
11 fee split and explicitly affirmed this fee split in the Agreement at ¶3.2(b).

12  
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
14 true and correct. Executed this 9th day of November , at San Diego, California.

15  
16 /s/ Norman Blumenthal  
17 NORMAN B. BLUMENTHAL  
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26 <sup>8</sup> <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 <sup>9</sup> [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)  
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

**EXHIBIT #1**

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**FIRM RESUME**

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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.

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Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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Awards: Rising Star 2015

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Admitted: 2011, California; 2016 Arizona

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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 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

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

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

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

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

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

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

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

**EXHIBIT #2**

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) in their individual capacities, as class representatives, and as private attorneys general, on the one hand, and defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) on the other. The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

### 1. DEFINITIONS

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

- 1.1. “Action” means: Plaintiff Guillermo Nunez and Eriberto Aquino’s Class and Representative Action captioned *Guillermo Nunez, et al. v. Interstate Management Company, L.L.C.*, Case No. 37-2021-00023535-CU-OE-CTL pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all hourly, non-exempt employees who were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. DeBlouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Armond M. Jackson., Andrea Fernandez-Jackson, and Anthony Filer Jr. of Jackson Law, APC (“JACKSON”).
- 1.7. “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.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, email address (if known and available to Defendant), and number of Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 1, 2020 through January 31, 2023.
- 1.14. “Class Representative” means Guillermo Nunez and Eriberto Aquino, the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.

- 1.16. “Court” means the Superior Court of California, County of San Diego.
- 1.17. “Defendants” mean Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc.
- 1.18. “Defense Counsel means Timothy L. Johnson and Nikolas T. Djordjevski of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay

Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Consolidated Class and Representative Action Complaint filed in this Action.
- 1.31. “Pay Period” means any Pay Period during which a Class Member or an Aggrieved Employee worked for Defendants for at least one day during the Class and/or PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 1, 2020 through January 31, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff Eriberto Aquino’s August 7, 2020 letter to Defendants and the LWDA and Plaintiff Guillermo Nunez’s January 20, 2021 letter to Defendant Interstate Management Company, LLC and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$60,000 \_to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000) and the 75% to LWDA (\$45,000) in settlement of PAGA claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” mean Guillermo Nunez and Eriberto Aquino, the named plaintiffs in the Action.
- 1.38. “Preliminary Approval” 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.
- 1.39. “Released Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, Plaintiffs’ individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims outside of the Class Period.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners (including owners of hotel properties managed by Defendants), attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated

by this Agreement and the Judgment.

## **2. RECITALS**

- 2.1. On May 27, 2021, Plaintiff Guillermo Nunez filed a Representative Action Complaint against Defendant Interstate Management Company in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 37-2021-00023535-CU-OE-CTL (hereinafter "Nunez PAGA Action").
- 2.2. On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case, No. 30-2020-001164624-CU-OE-CXC ("Aquino Action"). Plaintiff Aquino's Complaint asserted claims that Defendants:
- (a) Failed to pay minimum wages in violation of California Labor Code § 1194; IWC Wage Order 5, Section 3;
  - (b) Failed to pay overtime wages in violation of California Labor Code § 1194; IWC Wage Order 5, Section 3;
  - (c) Failed to provide required meal periods in violation of IWC Wage Order 5, Section 11;
  - (d) Failed to provide required rest periods in violation of IWC Wage Order 5, Section 12;
  - (e) Failed to pay timely wages upon termination in violation of California Labor Code § 203;
  - (f) Failed to provide and maintain accurate itemized wage statements in violation of California Labor Code § 226(a);
  - (g) Failed to pay for necessary expenses;
  - (h) Failed to pay timely wages in violation of California Labor Code § 210;
  - (i) Failed to unlawfully receive wages in violation of California Labor Code § 221;
  - (j) Violated California Business and Professions Code § 17200 et seq.; and
  - (k) Violated PAGA.
- 2.3. On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.
- 2.4. On October 6, 2021, Plaintiff Eriberto Aquino filed a First Amended Complaint in the Aquino Action.
- 2.5. On September 23, 2022, the Parties participated in an all-day mediation presided over by Lou Marlin. During 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.

- 2.6. On May 10, 2023, the Parties filed a First Amended Consolidated Class and Representative Action Complaint in the Action, which encompassed the claims in the Aquino Action and added class allegations on behalf of the Class Members for Labor Code violations arising out of the same alleged facts in the PAGA only Nunez PAGA Action.
- 2.7. The First Amended Consolidated Class and Representative Action Complaint is the Operative Complaint in the Action.
- 2.8. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.9. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130 ("*Dunk/Kullar*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.11. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS**

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$2,920,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$973,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Class Counsel Fees Payment awarded shall be allocated fifty percent (50%) to BNBD and fifty percent (50%) to JACKSON. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$47,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$47,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$60,000 to be paid from the Gross Settlement Amount, with 75% (\$45,000) allocated to the LWDA PAGA Payment and 25% (\$15,000) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

#### **4. SETTLEMENT FUNDING**

- 4.1. Class and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 5,554 Class Members and Aggrieved Employees who collectively worked a total 100,000 of Pay Periods.

- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days of the final approval order.

## **5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT**

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her

that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
  - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights assert in: (a) the Operative Complaint and (b) Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, Plaintiffs' individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs' release set forth herein also includes a waiver of all rights under California

Civil Code section 1542, which includes a release of all known and unknown claims against the Released Parties that have been alleged or could have been alleged arising out of the facts, circumstances, causes of action, and primary rights alleged in the Action. Civil Code section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs will be deemed to have waived their rights under Civil Code section 1542, as set forth above.

6.2. Release by Participating Class Members. Class Members will be deemed to have released the Released Parties of and from all of the Released Class Claims during the Class Period.

6.3. Release of Claims by the LWDA and Aggrieved Employees. The LWDA and the Aggrieved Employees, including Plaintiffs, fully release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the Released PAGA Claims. The Parties further agree the settlement of this Action shall be binding on Plaintiffs, the Aggrieved Employees, the LWDA, the State of California, Defendants, and the Released Parties. As a result of this release, the PAGA Settlement Members will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the Released PAGA Claims that took place during the PAGA Period. Class Members who opt out will still release the Released PAGA Claims and will still receive their portion of the PAGA payment. (*Robinson v. So. Counties Oil* (2020) 53 Cal. App. 5th 476.).

**7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

7.1. Defendants’ Responsibilities. By June 16, 2023, Defendants will prepare and deliver to Class Counsel a signed Declaration as to the number of Class Members and the number of Pay Periods for the Class during the Class Period.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## **8. SETTLEMENT ADMINISTRATION**

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The 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 and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; 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 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.
  - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

#### 8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees are not permitted to opt-out of the PAGA portion of the Settlement.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional

proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculations of the Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

**9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. Should the number of Pay Periods as set forth in paragraph 4.1 above increase by more than 10%, Defendants will have the option to either (a) increase the Gross Settlement Amount proportionally or (b) to shorten the Class Period as of the date on which the number of pay periods reaches 110,000.

**10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement and return the Parties to their respective positions as of the date of acceptance. The Parties agree that, if Defendants withdraw, the Settlement shall be void, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants makes this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

**11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a

material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

**12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

### **13. ADDITIONAL PROVISIONS**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). In addition, Defendants and the Released Parties are entering this Settlement with the understanding they are in no way waiving their respective rights to compel arbitration of any claims. The Parties agree that nothing in this Settlement can or will be construed as such a waiver.

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income

to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent 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 by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any 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.

- 13.9. Modification of Agreement. This Agreement, 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. 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.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. 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.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with 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, or the day sent by email or messenger, 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

Armond M. Jackson  
Jackson Law, APC  
2 Venture Plaza, Suite 240  
Irvine, CA 92618  
Tel: (949) 281-6857  
Fax: (949) 777-6218  
Email: [ajackson@jacksonapc.com](mailto:ajackson@jacksonapc.com)

*To Defendants:*

Timothy L. Johnson  
Nikolas T. Djordjevski  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
4370 La Jolla Village Drive, Suite 990  
San Diego, CA 92122  
Tel: (858) 652-3100  
Fax: (858) 652-3101  
Emails: [tim.johnson@ogletree.com](mailto:tim.johnson@ogletree.com)  
[Nikolas.djordjevski@ogletreedekins.com](mailto:Nikolas.djordjevski@ogletreedekins.com)

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), 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 if 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.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense 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, both current and potential.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 19, 2023

  
Guillermo Nunez (May 19, 2023 12:47 PDT)

Plaintiff Guillermo Nunez

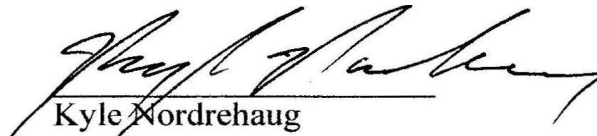
Dated: \_\_\_\_\_

Plaintiff Eriberto Aquino

Dated: \_\_\_\_\_

\_\_\_\_\_  
Tim L. Johnson  
For Defendants

Dated: 5/20/23

  
Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
Armond M. Jackson  
Jackson Law, APC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense 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, both current and potential.

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_  
Plaintiff Guillermo Nunez \_\_\_\_\_

Dated: 05/22/2023  
*Eriberto Aquino*  
Plaintiff Eriberto Aquino \_\_\_\_\_

Dated: \_\_\_\_\_  
Tim L. Johnson  
For Defendants

Dated: \_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: 5/31/2023  
*Armond M. Jackson*  
Armond M. Jackson  
Jackson Law, APC  
Attorney for Plaintiffs

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

period of this settlement process from the mediation on September 23, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 19, 2023

  
Guillermo Nunez (May 19, 2023 12:47 PDT)

Plaintiff Guillermo Nunez \_\_\_\_\_

Dated: \_\_\_\_\_

Plaintiff Eriberto Aquino \_\_\_\_\_

Dated: 6/20/2023



Tim L. Johnson  
For Defendants

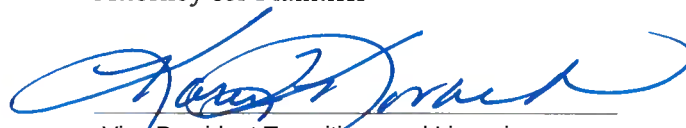
Dated: \_\_\_\_\_

Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiffs

Dated: \_\_\_\_\_

Armond M. Jackson  
Jackson Law, APC  
Attorney for Plaintiffs

Dated: 6/1/2023

  
Vice President Transitions and Licensing  
On Behalf of Defendants

Attorney for Defendants

**EXHIBIT A**

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

**EXHIBIT “A”**

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

***Guillermo Nunez, et al. v. Interstate Management Company, L.L.C., Superior Court of the  
State of California, County of San Diego, Case No. 37-2021-00023535-CU-OE-CTL***

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc. (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period (January 1, 2020 through January 31, 2023) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California during the PAGA Period (January 1, 2020 through January 31, 2023) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$\_\_\_\_\_>> (less withholding) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$\_\_\_\_\_>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked <<\_\_\_\_\_>> Pay Periods** during the Class Period and **you worked <<\_\_\_\_\_>> Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally

approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, you will also remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>                                                         | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).</p> <p>Additional information is set forth below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is ____.</b></p> | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.</p> <p>However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of</p> |

|                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                  | whether you submit a Request for Exclusion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by</b><br>_____ | <p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable.</p> <p>See Section 8 of this Notice.</p> |
| <b>You Can Participate in the Final Approval Hearing</b>                                                                                                         | <p>The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 74 before Judge Keri Katz. This hearing date may change as explained below in Section 9.</p> <p>You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice</p>                                          |
| <b>You Can Challenge the Calculation of Your Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br>_____                                      | <p>The amount of your Individual Class Payment and your Individual PAGA Payment depend on how many Pay Periods you worked at least one day during the Class Period / PAGA Period, respectively. The number of Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____.</p> <p>See Section 5 of this Notice</p>                                                                                                                                                                                                                                                        |

## 1. Why did I get this Notice?

A proposed class 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 Diego (the “Court”), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. 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, which is defined as:

All individuals who are or previously were employed by Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees during the Class Period.

The “Class Period” is January 1, 2020 through January 31, 2023.

## **2. What is this class action lawsuit about?**

On May 27, 2021, Plaintiff Guillermo Nunez filed this Action against Defendant Interstate Management Company in the Superior Court of the State of California, County of San Diego, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

On October 13, 2020, Plaintiff Eriberto Aquino commenced the Aquino Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Orange Case, No. 30-2020-001164624-CU-OE-CXC (“Aquino Action”). On July 8, 2021, Plaintiff Eriberto Aquino dismissed his class claims in the Aquino Action, which left only a single action for recovery of civil penalties under PAGA.

On June 6, 2023, the Plaintiffs filed a First Amended Consolidated Class and Representative Action Complaint in the Action, which encompassed the claims in the Aquino Action and added class allegations on behalf of the Class Members for Labor Code violations arising out of the same alleged facts in the PAGA only Action. The First Amended Consolidated Class and Representative Action Complaint is the “Operative Complaint” in the Action and asserts the following class claims against the Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages when due, and a representative claims for violation of PAGA.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contend that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due at the time of their termination; that Defendants complied with California wage statement requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Jackson Law, APC to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

### **3. What are the terms of the Settlement?**

**Gross Settlement Amount.** Defendants have agreed to pay an “all in” amount of **Two Million Nine Hundred Twenty Thousand Dollars (\$2,920,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered, unless there are objections in which case the Effective Date is when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

**Court Approved Deductions from Gross Settlement Amount.** The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$47,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$973,333.33, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$47,000. The Class Counsel Fees Payment awarded shall be allocated between Class Counsel as follows: fifty percent (50%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP and fifty percent (50%) to Jackson Law, APC. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- **Class Representative Service Payments.** Class Representative Service Payments in an amount not more than \$10,000 to each of the named Plaintiffs as their service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they

undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- **PAGA Penalties.** A payment of \$60,000 relating to Plaintiffs' claim under PAGA, 75% (\$45,000) of which will be paid to the State of California's LWDA. The remaining 25% (\$15,000) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Pay Period" means any Pay Period during which a Class Member or an Aggrieved Employee worked for Defendants for at least one day during the Class Period / PAGA Period, which is January 1, 2020 through January 31, 2023.

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

**Calculation of Payments to Class Members.** After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$1,779,666.67. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods. The number of Pay Periods worked will be based on Defendants' records, however, Class Members may challenge the number of Pay Periods worked as explained below.

**If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment 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 Administrator to inform them of your correct address to ensure you receive your payment.

**Tax Matters.** Twenty Percent (20%) of each Participating Class Member's Individual Class Payment 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. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class

Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the Participating Class Members of and from all of the "Released Class Claims", which are all claims that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, Plaintiffs' individual claims for retaliation, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Defendants and the Released Parties shall receive a release from the LWDA and the Aggrieved Employees of the "Released PAGA Claims", which are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Class Members who opt out will still release the Released PAGA Claims and will still receive their Individual PAGA Payment.

Released Parties. The Released Parties collectively mean: Defendants and each of their former and present directors, officers, shareholders, owners (including owners of hotel properties managed by Defendants), attorneys, insurers, predecessors, successors, assigns and subsidiaries.

#### **5. How much will my payment be?**

**Defendants' records reflect that you worked <<\_\_\_\_>> Pay Periods during the Class Period / PAGA Period (January 1, 2020 through January 31, 2023).**

**Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<\_\_\_\_>>.**

**Based on this information your estimated Individual PAGA Payment from the PAGA Penalties 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 Administrator at the address provided in this Class Notice no later than \_\_\_\_\_ [forty-five (45) days after the mailing of the Class Notice or 59 days in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email the dispute to \_\_\_\_\_ by no later than \_\_\_\_\_ [ forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

#### **6. How can I get a payment?**

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

The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties payment is \$60,000, of which \$15,000 will be distributed to the Aggrieved**

**Employees to be allocated based on their respective Pay Periods. Your Individual PAGA Payment is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request for exclusion (“opt-out”) postmarked no later than \_\_\_\_\_ [forty-five (45) days after the date of the Notice or 59 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to \_\_\_\_\_ or email to \_\_\_\_\_ by no later than \_\_\_\_\_ [forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Nunez v. Interstate Management Company* lawsuit. The request to opt-out should state the Class Member’s full name, address, and email address or telephone number. Please include the name and number of the case, which is *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is \_\_\_\_\_. Written requests for exclusion 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 Object to the Settlement?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for \_\_\_\_\_, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payments stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at [www.bamlawca.com](http://www.bamlawca.com) under “Class Notices” for *Nunez v. Interstate Management Company* or on the Court’s website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case No. 37-2021-00023535 or for free at the Hall of Justice, 330 West Broadway, San Diego, California, 92101.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_** [forty-five (45) days after the date of the Notice or 59 days after the Notice in the case of re-mailing]. You may also fax the dispute to \_\_\_\_\_ or email to \_\_\_\_\_ by no later than \_\_\_\_\_ [forty-five (45) days after the date of the mailing of the Class Notice or 59 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any

facts that support your objection. Make sure you identify the Action, *Nunez v. Interstate Management Company*, Case No. 37-2021-00023535-CU-OE-CTL, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

**Administrator:**

Name of Company: ILYM Group

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

**CLASS COUNSEL:**

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: [kyle@bamlawca.com](mailto:kyle@bamlawca.com)

**COUNSEL FOR DEFENDANTS:**

Timothy L. Johnson

Nikolas T. Djordjeovski

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

4370 La Jolla Village Drive, Suite 990

San Diego, CA 92122

**9. Can I Attend the Final Approval Hearing?**

The Court will hold a Final Approval Hearing at \_\_\_\_\_ (Pacific Standard Time) on \_\_\_\_\_, in Department 74 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Keri Katz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the

Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to the Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Nunez v. Interstate Management Company*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego (<https://roa.sdcourt.ca.gov/roa/>) and entering the Case No. 37-2021-00023535.

#### **10. How Can I Get More Information?**

You may call the Administrator at \_\_\_\_\_ or write to *Nunez v. Interstate Management Company* 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 going to Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Nunez v. Interstate Management Company*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court ) <https://roa.sdcourt.ca.gov/roa/>) and entering Case No. 37-2021-00023535 or for free in person at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

#### **IMPORTANT:**

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check, where you may claim the funds. The funds may be claimed at [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

**EXHIBIT B**

[ORDER GRANTING PRELIMINARY APPROVAL]

**EXHIBIT "B"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO  
AQUINO, on behalf of the State of California,  
as private attorneys general, and as individuals  
on behalf of themselves and on behalf of  
others similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT  
COMPANY, L.L.C., a Limited Liability  
Company; INTERSTATE HOTELS AND  
RESORTS, INC.; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: **37-2021-00023535-CU-OE-CTL**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date:  
Hearing Time:

Judge: Hon. Keri Katz  
Dept.: 74

Date Action Filed: May 27, 2021  
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Keri Katz of the Superior Court of the  
2 State of California, in and for the County San Diego, on \_\_\_\_\_[DATE], for the motion by  
3 Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) for preliminary approval of the  
4 class settlement with Defendants Interstate Management Company, LLC and Interstate Hotels and  
5 Resorts, Inc. (“Defendants”). The Court, having considered the briefs, argument of counsel and all  
6 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for  
7 Preliminary Approval of Class Action Settlement.

8  
9 **IT IS HEREBY ORDERED:**

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

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

18 3. The Gross Settlement Amount is Two Million Nine Hundred Twenty Thousand  
19 Dollars (\$2,920,000). It appears to the Court on a preliminary basis that the settlement amount  
20 and terms are fair, adequate and reasonable as to all potential Class Members when balanced  
21 against the probable outcome of further litigation and the significant risks relating to certification,  
22 liability and damages issues. It further appears that investigation and research have been  
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective  
24 positions. It further appears to the Court that settlement at this time will avoid substantial  
25 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
26 further prosecution of the Action. It further appears that the Settlement has been reached as the  
27 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily

1 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable  
2 outcome of further litigation and the significant risks relating to certification, liability, and  
3 damages issues.

4         4.       The Agreement specifies for an attorneys' fees award not to exceed one-third of the  
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and  
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed  
7 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount  
8 of any service award, until the Final Approval Hearing.

9         5.       The Court recognizes that Plaintiffs and Defendants stipulate and agree to  
10 certification of a class for settlement purposes only. This stipulation will not be deemed  
11 admissible in this or any other proceeding should this Settlement not become final. For settlement  
12 purposes only, the Court conditionally certifies the following Class: "all individuals who are or  
13 previously were employed by Defendants Interstate Management Company, LLC; and Interstate  
14 Hotels and Resorts, Inc. in California who were classified as hourly, non-exempt employees  
15 during the Class Period." The Class Period is January 1, 2020 through January 31, 2023.

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

26         7.       The Court provisionally appoints the Plaintiffs as the representatives of the Class.  
27 The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit

1 Bhowmik, Nicholas J. DeBlouw, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De  
2 Blouw LLP and Armond M. Jackson., Andrea Fernandez-Jackson, and Anthony Filer Jr. of  
3 Jackson Law, APC as Class Counsel for the Class.

4       8.       The Court hereby approves, as to form and content, the Notice of Proposed  
5 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached  
6 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and  
7 accurately inform the Class of all material elements of the proposed Settlement, of the Class  
8 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each  
9 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the  
10 distribution of the Class Notice substantially in the manner and form set forth in the Agreement  
11 and this Order meets the requirements of due process, is the best notice practicable under the  
12 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The  
13 Class Notice shall include a Spanish translation of the Class Notice. The Court orders the mailing  
14 of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement.

15       9.       The Court hereby appoints ILYM Group as Administrator. No later than thirty (30)  
16 calendar days after preliminary approval of the Settlement by the Court, Defendants shall provide  
17 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will  
18 perform address updates and verifications as necessary prior to the mailing of the Class Notice.  
19 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving  
20 the Class Data, the Administrator will mail the Class Notice Packets to all Class Members via  
21 first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update Class Member  
22 addresses using the National Change of Address database.

23       10.       The Court hereby preliminarily approves the proposed procedure for exclusion  
24 from the Settlement. Any Class Member may individually choose to opt out of and be excluded  
25 from the Class as provided in the Class Notice by following the instructions for requesting  
26 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be  
27 postmarked by the Response Deadline, which is forty-five (45) calendar days after the date of the

1 mailing of the Class Notice, and received by the Administrator. If the Class Notice Packet is re-  
2 mailed, the Response Deadline will be extended an additional 14 days. Any such person who  
3 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the  
4 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment  
5 thereon. Class Members who have not requested exclusion shall be bound by all determinations  
6 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that  
7 particular individual, and any attempt to effect an opt out of a group, class, or subclass of  
8 individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of  
9 the Settlement, all Aggrieved Employees will be paid their allocation of the PAGA Penalties and  
10 will remain bound by the release of the Released PAGA Claims in the Agreement regardless of  
11 their request for exclusion.

12 11. Any Class Member who has not opted out ("Participating Class Member") may  
13 appear at the final approval hearing and may object or express the Member's views regarding the  
14 Settlement, and may present evidence and file briefs or other papers that may be proper and  
15 relevant to the issues to be heard and determined by the Court as provided in the Notice.  
16 Participating Class Members will have until the Response Deadline to submit their written  
17 objections to the Administrator in accordance with the instructions in the Class Notice. If the  
18 Class Notice Packet is re-mailed, the Response Deadline will be extended an additional 14 days.  
19 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an  
20 oral objection.

21 12. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_  
22 \_\_\_\_\_ at \_\_\_\_\_ in Department 74 at the San Diego County Superior Court to determine  
23 all necessary matters concerning the Settlement, including: whether the proposed settlement of the  
24 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable  
25 and should be finally approved by the Court; whether the Final Approval Order and Judgment  
26 should be entered herein; whether the plan of allocation contained in the Agreement should be  
27 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'

1 fees and costs, the service award, and the expenses of the Administrator. All papers in support of  
2 the motion for final approval and the motion for attorneys' fees, costs and service award shall be  
3 filed with the Court and served on all counsel no later than sixteen (16) court days before the  
4 hearing and both motions are scheduled for and shall be heard at the Final Approval Hearing.

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

17 14. In the event the Settlement does not become effective in accordance with the terms  
18 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to  
19 become effective for any reason, this Order shall be rendered null and void and shall be vacated,  
20 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
21 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
22 including all available defenses and affirmative defenses, and arguments that any claim in the  
23 Action could not be certified as a class action and/or managed as a representative action. In such  
24 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or  
25 referred to in litigation for any purpose.

26 15. The Court reserves the right to adjourn or continue the date of the final approval  
27 hearing and all dates provided for in the Agreement without further notice to Class Members and  
28

1 retains jurisdiction to consider all further applications arising out of or connected with the  
2 proposed Settlement.

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

5           **IT IS SO ORDERED.**

6  
7 Dated: \_\_\_\_\_

\_\_\_\_\_  
8 HON. KERI KATZ  
9 JUDGE, SUPERIOR COURT OF CALIFORNIA  
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**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**EXHIBIT "C"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO  
AQUINO, on behalf of the State of California,  
as private attorneys general, and as individuals  
on behalf of themselves and on behalf of  
others similarly situated,

Plaintiff,

vs.

INTERSTATE MANAGEMENT  
COMPANY, L.L.C., a Limited Liability  
Company; INTERSTATE HOTELS AND  
RESORTS, INC.; and DOES 1 through 50,  
inclusive,

Defendants.

CASE NO.: **37-2020-00023535-CU-OE-CTL**

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

Hearing Date:  
Hearing Time:

Judge: Hon. Keri Katz  
Dept.: 74

Action Filed: May 27, 2021  
Trial Date: None Set

1 The motions of Plaintiffs Guillermo Nunez and Eriberto Aquino (“Plaintiffs”) for an order  
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with  
3 Defendants Interstate Management Company, LLC and Interstate Hotels and Resorts, Inc.  
4 (“Defendants”) and for an award of attorneys’ fees and costs, service payment, and the fees of the  
5 Administrator duly came on for hearing on \_\_\_\_\_ before the Honorable Keri Katz.

6  
7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before  
13 the California Superior Court for the County of San Diego, and over all Parties to this litigation,  
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the  
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Nine Hundred  
17 Twenty Thousand Dollars (\$2,920,000) and the terms set forth in the Agreement are fair,  
18 reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length  
20 negotiations conducted after Class Counsel had adequately investigated the claims and became  
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the  
23 assistance of an experienced mediator in the settlement process, among other factors, support the  
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

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

1 only.

2 **Notice to the Class**

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

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

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the  
27 parties during an all-day mediation before Louis Marlin, a respected and experienced mediator of  
28

1 wage and hour class actions. There has been no collusion between the parties in reaching the  
2 proposed settlement.

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

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

7 d. The percentage of objectors and requests for exclusion is small. \_\_\_\_  
8 objections were received. \_\_\_\_\_ requests for exclusion were received.

9 e. The participation rate was high. \_\_\_\_\_ Participating Class Members will  
10 be mailed a settlement payment, representing \_\_\_\_% of the overall Class.

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

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

18 **Attorneys' Fees and Costs**

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payments of not more  
26 than \$10,000 to each of the Plaintiffs, subject to the Court's approval. The Court finds that Class  
27 Representative Service Payments in the amount of \$\_\_\_\_\_ to each Plaintiff is reasonable in light  
28

1 of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort in  
2 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general  
3 release.

4 **Administration Expenses Payment**

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

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount  
14 of \$60,000, which shall be allocated with 75% (\$45,000) allocated to the LWDA PAGA Payment  
15 and 25% (\$15,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved  
16 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the  
17 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$15,000) by the total  
18 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA  
19 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.  
20 The Aggrieved Employees are all hourly, non-exempt employees who were employed by  
21 Defendants Interstate Management Company, LLC; and Interstate Hotels and Resorts, Inc. in  
22 California during the PAGA Period, which is January 1, 2020 through January 31, 2023. The  
23 Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be sent their  
24 share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as  
25 set forth below, whether or not they opt out of the Settlement.

26  
27 **II.**

1 **ORDERS**

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

3 1. The certification of the Class for the purposes of settlement is confirmed. The  
4 Class is defined as follows:

5 All individuals who are or previously were employed by Defendants Interstate  
6 Management Company, LLC; and Interstate Hotels and Resorts, Inc. in California  
7 who were classified as hourly, non-exempt employees during the Class Period  
(January 1, 2020 through January 31, 2023).

8 2. All persons who meet the foregoing definition are members of the Class, except for  
9 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT  
10 REFERENCE TO IDENTIFY ANY OPT OUTS].

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

13 4. Class Counsel are awarded attorneys' fees in the amount of \$\_\_\_\_\_ and  
14 costs in the amount of \$\_\_\_\_\_. Class Counsel shall not seek or obtain any other  
15 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

16 5. The payment of the Class Representative Service Payments in the amount of \$  
17 \_\_\_\_\_ to each Plaintiff is approved.

18 6. The payment of \$\_\_\_\_\_ to the Administrator for their fees and expenses  
19 is approved.

20 7. The PAGA Penalties in the amount of \$60,000 are and shall be allocated in  
21 accordance with the Agreement.

22 8. The Agreement and this Settlement are not an admission by Defendants, nor is this  
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
24 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for  
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any  
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed  
27 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability  
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1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or  
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an  
3 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding  
4 these restrictions, Defendants may file in the Action or in any other proceeding this Final  
5 Approval Order and Judgment, the Agreement, or any other papers and records on file in the  
6 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,  
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
8 Claims and/or the Released PAGA Claims.

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

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

21  
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

25         2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any  
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute  
2 arising from or in connection with the distribution of settlement benefits.

3         3.       The Parties are authorized to agree to and to adopt such amendments, modifications  
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this  
5 Final Approval Order and Judgment and as approved by the Court.

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

8         5.       As of the Effective Date and upon full funding of the Gross Settlement Amount by  
9 Defendants, Defendants and the Released Parties shall receive a release from the Participating  
10 Class Members of and from all of the "Released Class Claims", which are all claims that were  
11 alleged, or reasonably could have been alleged, based on the facts, circumstances, and primary  
12 rights asserted in the Operative Complaint which occurred during the Class Period, and expressly  
13 excluding all other claims, including claims for vested benefits, Plaintiffs' individual claims for  
14 retaliation, wrongful termination, violation of the Fair Employment and Housing Act,  
15 unemployment insurance, disability, social security, workers' compensation, and California class  
16 claims outside of the Class Period.

17         6.       As of the Effective Date and upon full funding of the Gross Settlement Amount by  
18 Defendants, Defendants and the Released Parties shall receive a release from the LWDA and the  
19 Aggrieved Employees of the "Released PAGA Claims", which are all claims for PAGA penalties  
20 that were alleged, or reasonably could have been alleged, based on the facts, circumstances, and  
21 primary rights asserted in the Operative Complaint and PAGA Notice, which occurred during the  
22 PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage  
23 and hour claims, claims for wrongful termination, discrimination, unemployment insurance,  
24 disability and worker's compensation, and claims outside of the PAGA Period. The release of the  
25 Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an  
26 Aggrieved Employee submitted a request for an exclusion from the Class.

1           7.       As of the Effective Date, Plaintiff generally releases and discharges the Defendants  
2 and the Released Parties from all claims (“Plaintiffs’ Released Claims”) as set forth fully in the  
3 Agreement.

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

5  
6 Dated: \_\_\_\_\_

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8 HON. KERI KATZ  
9 JUDGE, SUPERIOR COURT OF CALIFORNIA  
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**EXHIBIT #3**

BLUMENTHAL NORDREHAUG

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

NOVEMBER 8, 2023

GUILLERMO NUNEZ

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RE: HOLIDAY INN LA MESA (INTERSTATE HOTELS)  
FILE NUMBER: CA2253.001

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ATTORNEY FEES

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                           | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 10/30/20    | ND          | REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT AGAINST DEFENDANT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS.                    | 3.50         | 850         | 2,975.00      |
| 11/15/20    | ND          | REVIEW AND ANALYZE EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING DFEH AND OFF THE CLOCK CLAIMS. LEGAL RESEARCH REGARDING DISCRIMINATION AND RETALIATION CLAIMS. CONFERENCE WITH PLAINTIFF TO DISCUSS CURRENT WORKING STATUS AND CASE UPDATE. | 4.20         | 850         | 3,570.00      |
| 12/05/20    | ND          | REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR CLAIMS. ANALYZE ALL PAY STATEMENTS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME. CALL WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.               | 4.50         | 850         | 3,825.00      |
| 12/15/20    | ND          | DRAFT COMPLAINT. ANALYZE FACTS AND LAW.                                                                                                                                                                                                      | 4.70         | 850         | 3,995.00      |
| 01/10/21    | ND          | DRAFT COMPLAINT - ANALYZE FACTS AND LAW.                                                                                                                                                                                                     | 4.50         | 850         | 3,825.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                            | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 01/11/21<br>15 | KN          | REVIEW NOTES AND DOCUMENTS FROM ND; ANALYSIS OF FACTS AND CLAIMS; PROVIDE INPUT; REVIEW DRAFT COMPLAINT       | 2.50         | 950         | 2,375.00      |
| 01/15/21       | ND          | REVIEW AND DISCUSS REVISIONS TO COMPLAINT WITH PLAINTIFF. SEND FINAL COMPLAINT FOR APPROVAL TO FILE.          | 2.50         | 850         | 2,125.00      |
| 01/16/21       | ND          | DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW. REVIEW CASE FILE.                                     | 2.00         | 850         | 1,700.00      |
| 01/19/21       | KN          | REVIEW AND REVISE COMPLAINT; ANALYSIS OF CLAIMS AND THEORIES                                                  | 1.00         | 950         | 950.00        |
| 01/20/21       | ND          | REVIEW COMPLAINT AND PAY STUBS. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE.                                 | 2.10         | 850         | 1,785.00      |
| 03/23/21       | SB          | REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND                                                               | 2.40         | 450         | 1,080.00      |
| 03/25/21       | SB          | REVISE COMPLAINT FOR FILING                                                                                   | 2.80         | 450         | 1,260.00      |
| 05/26/21       | RE          | REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS                                                                    | 3.00         | 675         | 2,025.00      |
| 05/26/21       | RE          | REVIEW CASE NOTES/DAMAGE ANALYSIS                                                                             | 0.50         | 675         | 337.50        |
| 05/26/21<br>15 | KN          | REVIEW NOTES AND DAMAGE VALUATION; REVIEW EMPLOYMENT DOCUMENTS; REVIEW FINAL DRAFT OF COMPLAINT; ADVISE STAFF | 2.00         | 950         | 1,900.00      |
| 05/27/21       | RE          | REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE FOR SAME DAY FILING                                            | 2.75         | 675         | 1,856.25      |
| 05/27/21       | RE          | DRAFT PAGA ONLY COMPLAINT                                                                                     | 3.75         | 675         | 2,531.25      |
| 05/27/21       | RE          | FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SD SUP. CT.                                                  | 0.50         | 675         | 337.50        |
| 05/27/21       | RE          | FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SD SUP. CT.                                                     | 0.50         | 675         | 337.50        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                          | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 05/27/21       | ND          | REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.                              | 1.80         | 850         | 1,530.00      |
| 05/28/21       | RE          | REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC RE CLASS ACTION MATTER                                 | 0.50         | 675         | 337.50        |
| 05/28/21       | RE          | REVIEW COURT RETURNED DOCUMENTS RE PAGA ONLY ACTION; MEMO TO FIRM RE INITIAL CMC AND JUDICIAL/DEPARTMENT ASSIGNMENT                         | 0.50         | 675         | 337.50        |
| 05/28/21       | RE          | PROVIDE NOTICE TO LWDA OF PAGA FILING; UPLOAD PAGA ONLY COMPLAINT LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA | 0.40         | 675         | 270.00        |
| 05/31/21<br>15 | KN          | REVIEW FILED DOCUMENTS AND COURT NOTICES                                                                                                    | 0.50         | 950         | 475.00        |
| 06/16/21       | RE          | PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION                  | 0.80         | 675         | 540.00        |
| 06/16/21       | RE          | PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE PAGA ONLY ACTION              | 0.70         | 675         | 472.50        |
| 07/04/21       | RE          | FILE PROOF OF SERVICE OF SUMMONS RE CLASS ACTION CASE; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY                                       | 0.50         | 675         | 337.50        |
| 07/04/21       | RE          | FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY ACTION CASE; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY                                   | 0.50         | 675         | 337.50        |
| 08/08/21       | ND          | REVIEW AND ANALYZE RELATED LITIGATION. REVIEW AND ANALYZE ARBITRATION AGREEMENT. DISCUSS FACTS SURROUNDING THE SIGNING                      | 3.90         | 850         | 3,315.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | OF THE AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABILITY PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.                           |              |             |               |
| 10/11/21       | AR          | REVIEW FILE AND OUTLINE PLEADINGS FOR ONBOARDING IN ADVANCE OF DRAFTING DISCOVERY REQUESTS.                                       | 0.80         | 550         | 440.00        |
| 10/14/21       | AR          | REVIEW AND OUTLINE PLEADINGS; DRAFT, FILE AND SERVE DISCOVERY REQUESTS IN CLASS ACTION.                                           | 1.30         | 550         | 715.00        |
| 10/14/21       | AR          | REVIEW AND OUTLINE PLEADINGS; DRAFT, FILE AND SERVE DISCOVERY REQUESTS IN PAGA ACTION.                                            | 0.80         | 550         | 440.00        |
| 10/14/21       | AR          | MULTIPLE CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING APPEARANCE AND DISCOVERY.                                                 | 0.30         | 550         | 165.00        |
| 10/19/21       | AR          | DRAFT REVISED BELAIRE-WEST NOTICE AND PROTECTIVE ORDER IN CLASS AND PAGA MATTERS; FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL. | 0.80         | 550         | 440.00        |
| 10/20/21<br>15 | KN          | REVIEW STATUS AND WORK PREPARED BY STAFF; REVIEW FOR DISCOVERY AND PROVIDE INPUT                                                  | 1.00         | 950         | 950.00        |
| 10/22/21       | CL          | REVIEW AND ANALYZE ANSWER TO COMPLAINT.                                                                                           | 0.40         | 750         | 300.00        |
| 11/03/21       | AR          | RECEIVE AND REVIEW NOTICE OF RELATED CASE, REVIEW FILE IN ADVANCE OF DRAFTING OPPOSITION, DRAFT OPPOSITION, FILE AND SERVE.       | 1.00         | 550         | 550.00        |
| 11/03/21       | AR          | DRAFT NOTICE OF FILING OF OPPOSITION TO NOTICE OF RELATED CASE FOR PAGA MATTER; FILE AND SERVE.                                   | 0.80         | 550         | 440.00        |
| 11/04/21<br>15 | KN          | REVIEW NOTICE OF RELATED CASE; REVIEW ISSUES RE OPPOSITION AND DOCUMENTS FROM AR                                                  | 0.50         | 950         | 475.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                                                      | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 11/09/21       | AR          | RECEIVE AND REVIEW OPPOSITION TO RESPONSE TO NOTICE OF RELATED CASE; CORRESPONDENCE REGARDING THE SAME.                                                                                                                                                                                                 | 0.30         | 550         | 165.00        |
| 11/09/21       | AR          | RECEIVE AND REVIEW MOTION TO STAY AND COMPEL ARBITRATION; MULTIPLE CORRESPONDENCE REGARDING THE SAME.                                                                                                                                                                                                   | 0.60         | 550         | 330.00        |
| 11/10/21       | CL          | EMAIL TO/FROM T. JOHNSON RE: DISMISSAL RE: WAVIER OF FEES AND COSTS.                                                                                                                                                                                                                                    | 0.30         | 750         | 225.00        |
| 11/10/21<br>15 | KN          | REVIEW MOTION TO COMPEL ARB; ANALYSIS OF ARBITRATION ISSUES; REVIEW ARBITRATION AGREEMENT; ADVISE STAFF RE NEXT STEPS; REVIEW EMAILS BETWEEN COUNSEL RE ARBITRATION AND DISMISSAL                                                                                                                       | 1.50         | 950         | 1,425.00      |
| 11/16/21       | CL          | EMAIL TO T. JOHNSON RE: MEET AND CONFER RE; ARBITRATION AGREEMENT AND CRC 3.770                                                                                                                                                                                                                         | 0.20         | 750         | 150.00        |
| 11/16/21       | CL          | EMAIL TO T. JOHNSON RE: MEET AND CONFER RE; ARBITRATION AGREEMENT AND CRC 3.770; EMAIL TO T. JOHNSON RE: RULE 3.724 MEET AND CONFER.                                                                                                                                                                    | 0.20         | 750         | 150.00        |
| 11/17/21       | CL          | TELEPHONE CALL TO T. JOHNSON RE: MEET AND CONFER RE: 3.724; DRAFT AND FINALIZE JOINT CASE MANAGEMENT STATEMENT RE: ARBITRATION AND DISMISSAL; EMAIL FORM T. JOHNSON RE: REVISIONS TO SAME; EMAIL TO T. JOHNSON RE: SERVICE OF THE FILED JOINT CMS; MULTIPLE EMAILS RE: MEDIATION AND STAY OF DISCOVERY. | 1.60         | 750         | 1,200.00      |
| 11/17/21       | ASC         | OBTAIN A COPY OF COMPLAINT FILED IN RELATED CASE AND SAVE IN THE FILE                                                                                                                                                                                                                                   | 0.20         | 250         | 50.00         |
| 11/17/21<br>15 | KN          | REVIEW STATUS AND EMAILS; REVIEW CMS DRAFTS AND REVISIONS                                                                                                                                                                                                                                               | 0.40         | 950         | 380.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                   | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|----------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 11/18/21       | ASC         | DRAFT REQUEST FOR DISMISSAL, DECLARATION AND PROPOSED ORDER AND EMAIL FOR REVIEW                                     | 1.00         | 250         | 250.00        |
| 11/22/21       | CL          | EMAIL TO T. JOHNSON RE: JOINT CMS AND MEDIATION; EMAIL FROM N. DJORDJEVSKI RE: MEDIATION CONFIRMATION FOR 4/14 AND   | 0.60         | 750         | 450.00        |
| 12/03/21       | AR          | REVIEW FILE FOR ONBOARDING IN ADVANCE OF CMC; DRAFT SUMMARY.                                                         | 0.60         | 550         | 330.00        |
| 12/03/21       | CL          | DRAFT AND REVISE STIPULATION TO STAY PENDING MEDIATION.                                                              | 0.50         | 750         | 375.00        |
| 12/03/21       | ASC         | DRAFT JOINT STIPULATION TO STAY PENDING MEDIATION                                                                    | 0.50         | 250         | 125.00        |
| 12/03/21       | ASC         | DRAFT JOINT STIPUALTION TO STAY PENDING MEDIATION                                                                    | 0.50         | 250         | 125.00        |
| 12/03/21<br>15 | KN          | REVIEW STATUS AND MEDIATION DISCUSSIONS; REVIEW DRAFT STIPULATION; PROVIDE INPUT                                     | 0.50         | 950         | 475.00        |
| 12/06/21       | AR          | REVIEW AND OUTLINE PLEADINGS AND PRIOR CORRESPONDENCE IN ADVANCE OF CMC; TELECONFERENCE WITH CTL REGARDING THE SAME. | 0.50         | 550         | 275.00        |
| 12/06/21       | AR          | PREPARE FOR AND ATTEND CMC; DRAFT SUMMARY.                                                                           | 0.60         | 550         | 330.00        |
| 12/07/21       | AR          | REVIEW AND OUTLINE FILE FOR STATUS; COMPILE EXHIBIT BOOK.                                                            | 1.20         | 550         | 660.00        |
| 12/07/21       | AR          | DRAFT MEDIATION DATA REQUEST.                                                                                        | 0.80         | 550         | 440.00        |
| 12/07/21       | CL          | EMAIL FROM T. JOHNSON RE: AUTHORITY TO FILE STIPULATION AND STAY PENDING MEDIATION.                                  | 0.30         | 750         | 225.00        |
| 12/07/21<br>15 | KN          | REVIEW STAFF MEMO RE CMC; REVIEW STATUS OF EXHIBIT BOOK                                                              | 0.50         | 950         | 475.00        |
| 12/14/21       | CL          | [PAGA]FINALIZE STIPULATION TO STAY PENDING MEDIATION.                                                                | 0.30         | 750         | 225.00        |
| 12/14/21       | ASC         | FILE AND SERVE STIPULATION TO                                                                                        | 0.50         | 250         | 125.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                            | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | STAY PENDING MEDIATION                                                                                                                        |              |             |               |
| 12/17/21       | AR          | REVISE AND FINALIZE MEDIATION DATA REQUEST; SERVE ON OPPOSING COUNSEL.                                                                        | 0.60         | 550         | 330.00        |
| 12/17/21<br>15 | KN          | REVIEW EMAILS AND MEDIATION DATA REQUEST                                                                                                      | 0.25         | 950         | 237.50        |
| 01/03/22       | ASC         | MONITOR THE COURT'S WEBSITE TO CONFIRM CASE STAYED PENDING MEDIATION PURSUANT TO STIPULATION                                                  | 0.50         | 250         | 125.00        |
| 01/27/22       | CL          | REVIEW AND ANALYZE ARBITRATION AGREEMENT FOR PAGA ACTION WAIVER.                                                                              | 0.30         | 750         | 225.00        |
| 02/28/22       | AR          | REVIEW FILE FOR STATUS; DRAFT FOLLOW UP CORRESPONDENCE REGARDING MEDIATION DATA REQUEST; FOLLOW UP CORRESPONDENCE WITH AB REGARDING THE SAME. | 0.40         | 550         | 220.00        |
| 03/03/22       | CL          | EMAIL FROM T. JOHNSON RE: MEDIATION DATA REQUEST STATUS.                                                                                      | 0.30         | 750         | 225.00        |
| 03/13/22       | ASC         | MONITOR THE COURT'S WEBSITE TO CONFIRM CASE STAYED PENDING MEDIATION PURSUANT TO STIPULATION                                                  | 0.50         | 250         | 125.00        |
| 03/15/22       | AR          | REVIEW MEDIATION DATA REQUEST AND TIMELINE FOR MEDIATION; MULTIPLE CORRESPONDENCE REGARDING DATA FOR MEDIATION.                               | 0.50         | 550         | 275.00        |
| 03/16/22       | AR          | DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.                                                                                         | 0.30         | 550         | 165.00        |
| 03/16/22       | AR          | REVIEW FILE FOR DOCUMENTS IN ADVANCE OF MEDIATION.                                                                                            | 0.50         | 550         | 275.00        |
| 03/17/22       | AR          | TELECONFERENCE WITH OPPOSING COUNSEL REGARDING MEDIATION; DRAFT SUMMARY CORRESPONDENCE WITH AB.                                               | 1.20         | 550         | 660.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                               | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 03/28/22       | AR          | DRAFT SUMMARY OF CALL WITH OPPOSING COUNSEL; CORRESPONDENCE WITH ND AND SB REGARDING RESCHEDULING OF MEDIATION.                                  | 0.60         | 550         | 330.00        |
| 03/29/22       | AR          | MULTIPLE FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL REGARDING MEDIATION.                                                                     | 0.50         | 550         | 275.00        |
| 04/05/22       | AR          | REVIEW AND OUTLINE ARBITRATION AGREEMENT; DRAFT SUMMARY CORRESPONDENCE WITH AB REGARDING PAGA CARVE OUT.                                         | 0.80         | 550         | 440.00        |
| 04/05/22       | AR          | RETRIEVE ORDER REGARDING MEDIATION; MULTIPLE FOLLOW UP CORRESPONDENCE WITH AB REGARDING THE SAME.                                                | 0.50         | 550         | 275.00        |
| 04/06/22<br>10 | VR          | DRAFT STIPULATION TO LIFT STAY; REVIEW STATUS OF MEDIATION; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW COUR'S ORDER GRANTING REUQUEST TO STAY | 1.50         | 750         | 1,125.00      |
| 04/06/22<br>10 | VR          | DRAFT STIPULATION TO STAY DISCOVERY; REVIEW STATUS OF DISCOVERY REQUESTS; REVIEW DOCUMENTS; CORRESPONDENCE TO DEF                                | 2.30         | 750         | 1,725.00      |
| 04/07/22       | AR          | REVIEW AND OUTLINE PRIOR CORRESPONDENCE REGARDING MEDIATION; DRAFT SUMMARY FOR DISCUSSION WITH VR.                                               | 0.60         | 550         | 330.00        |
| 04/07/22<br>06 | VR          | CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW STATUS OF STIPULATION AND STAY; ADVISE ASC                                                      | 1.00         | 750         | 750.00        |
| 04/07/22       | SB          | SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB                                                                            | 2.80         | 450         | 1,260.00      |
| 04/08/22       | SB          | ADD INIDIVIDUAL CLAIMS TO CASE NOTES, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB                                                                   | 2.40         | 450         | 1,080.00      |

| <u>DATE</u>                 | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                 | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u>       |
|-----------------------------|-------------|--------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------------|
| 04/12/22                    | SB          | PREPARE FOR MEDIATION, REVIEW EMPLOYMENT BRIEF, ADVISE AJB                                                         | 2.80         | 450         | 1,260.00            |
| 04/29/22                    | AR          | REVIEW ORDERS AND DOCKET, DRAFT REVISED STIPULATION AND ORDER REGARDING MEDIATION; CIRCULATE TO OPPOSING COUNSEL.  | 1.20         | 550         | 660.00              |
| 04/29/22                    | AR          | REVISE AND FINALIZE STIPULATION; DRAFT PROOF OF SERVICE, FILE AND SERVE.                                           | 0.60         | 550         | 330.00              |
| 05/02/22                    | AR          | DRAFT AND SERVE REVISED MEDIATION DATA REQUEST.                                                                    | 0.50         | 550         | 275.00              |
| 05/05/22                    | AR          | REVIEW DOCKET FOR STATUS OF STIPULATION; DRAFT JOINT STATEMENT AND CIRCULATE TO OPPOSING COUNSEL FOR COMMENT.      | 1.00         | 550         | 550.00              |
| 05/05/22                    | AR          | FINALIZE, FILE AND SERVE JOINT STATEMENT.                                                                          | 0.50         | 550         | 275.00              |
| 05/18/22                    | AR          | RECEIVE AND REVIEW ORDER FROM COURT REGARDING STIPULATION; DRAFT FOLLOW UP CORRESPONDENCE REGARDING CASE TIMELINE. | 0.50         | 550         | 275.00              |
| <u>TOTAL BILLED HOURS</u>   |             |                                                                                                                    |              |             |                     |
| ANDREW RONAN                |             | 21.20 hr @ 550.00                                                                                                  | \$           |             | 11,660.00           |
| ADOLFO SANCHEZ CONTRERAS    |             | 3.70 hr @ 250.00                                                                                                   | \$           |             | 925.00              |
| CHRISTINE LEVU              |             | 5.00 hr @ 750.00                                                                                                   | \$           |             | 3,750.00            |
| KYLE NORDREHAUG             |             | 10.65 hr @ 950.00                                                                                                  | \$           |             | 10,117.50           |
| NICK DEBLOUW                |             | 33.70 hr @ 850.00                                                                                                  | \$           |             | 28,645.00           |
| RICO EHMANN                 |             | 14.90 hr @ 675.00                                                                                                  | \$           |             | 10,057.50           |
| SCOTT BLUMENTHAL            |             | 13.20 hr @ 450.00                                                                                                  | \$           |             | 5,940.00            |
| VICTORIA RIVAPALACIO        |             | 4.80 hr @ 750.00                                                                                                   | \$           |             | 3,600.00            |
| TOTAL PROFESSIONAL SERVICES |             |                                                                                                                    | 107.15       |             | <u>\$ 74,695.00</u> |

## COSTS ADVANCED

|                       |                                                                             |                     |
|-----------------------|-----------------------------------------------------------------------------|---------------------|
| 01/20/21              | PAGA FILING FEE                                                             | 75.00               |
| 05/28/21              | ONELEGAL FILING FEE                                                         | 460.19              |
| 05/28/21              | ONELEGAL FILING FEE                                                         | 1,489.69            |
| 06/03/21              | MESSENGER - KNOX                                                            | 170.50              |
| 07/06/21              | ONELEGAL/FILING FEE                                                         | 12.35               |
| 07/07/21              | ONELEGAL/FILING FEE                                                         | 38.86               |
| 07/07/21              | ONELEGAL/FILING FEE                                                         | 38.86               |
| 07/08/21              | ONELEGAL/FILING FEE                                                         | 12.53               |
| 11/03/21              | FILING FEE FOR OPPOSITION TO NOTICE OF RELATED CASES (PAGA).                | 12.53               |
| 11/03/21              | FILING FEE FOR OPPOSITION TO NOTICE OF RELATED CASES (CLASS).               | 12.53               |
| 11/17/21              | ORANGE COUNTY SC CHARGE - RELATED CASE COMPLAINT - AQUINO V. INTERSTATE.    | 8.83                |
| 11/17/21              | ONE LEGAL - FILING - CASE MANAGMENT STATEMENT.                              | 12.50               |
| 11/22/21              | ONE LEGAL - FILING - CASE MANAGMENT STATEMENT.                              | 12.35               |
| 11/30/21              | MEDIATION FEES - LOUIS MARLIN                                               | 7,000.00            |
| 12/02/21              | ONE LEGAL - FILING - REQUEST FOR DISMISSAL.                                 | 12.35               |
| 12/22/21              | ONE LEGAL E-FILING - JOINT CASE MANAGEMENT STATEMENT.                       | 69.49               |
| 12/27/21              | ONE LEGAL E-FILING - NOTICE OF WITHDRAWAL OF MOTION TO STAY PENDING APPEAL. | 109.38              |
| 12/28/21              | [PAGA] ONE LEGAL E-FILING - STIPULATION TO STAY PENDING MEDIATION.          | 35.00               |
| 04/27/22              | DOCUMENT RETRIEVAL FEE FOR STIPULATION AND ORDER.                           | 8.20                |
| 05/05/22              | FILING FEE FOR AMENDED STIPULATION.                                         | <u>12.87</u>        |
|                       | TOTAL COSTS ADVANCED                                                        | <u>\$ 9,604.01</u>  |
| TOTAL CURRENT CHARGES |                                                                             | <u>\$ 84,299.01</u> |

**EXHIBIT #4**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA  
LA JOLLA, CA - California 92037-3107

## INVOICE

Invoice # 1  
Date: 11/09/2023  
Due On: 12/09/2023

Guillermo Nunez  
1241 Santa Cora Avenue Unit 332  
Chula Vista, CA 91913

### CA2253

### Interstate Management Company, LLC

#### Services

| Type    | Date       | Notes                                                                                                                                                                                       | Quantity | Rate     | Total      |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| Service | 07/11/2022 | Review mediation information. Conference with Plaintiff regarding status of lawsuit and additional claims for retaliation. Legal research regarding backpay claims and SOL for DFEH claims. | 2.20     | \$850.00 | \$1,870.00 |
| Service | 07/12/2022 | Review file for status; multiple correspondence with opposing counsel regarding mediation data.                                                                                             | 0.50     | \$550.00 | \$275.00   |
| Service | 07/13/2022 | Multiple correspondence with opposing counsel and AB regarding mediation data.                                                                                                              | 0.50     | \$550.00 | \$275.00   |
| Service | 07/14/2022 | Multiple correspondence with data expert regarding production of time and payroll data.                                                                                                     | 0.50     | \$550.00 | \$275.00   |
| Service | 07/14/2022 | review case notes and correspondence; review native and e-discovery requests; advise AGR                                                                                                    | 0.50     | \$750.00 | \$375.00   |
| Service | 07/18/2022 | Follow up correspondence with expert regarding data review.                                                                                                                                 | 0.40     | \$550.00 | \$220.00   |
| Service | 07/25/2022 | Bates stamp documents in preparation for mediation                                                                                                                                          | 1.00     | \$250.00 | \$250.00   |
| Service | 08/04/2022 | Draft mediation brief. Draft/send follow up corr to defense attorneys re additional information.                                                                                            | 3.00     | \$895.00 | \$2,685.00 |
| Service | 08/08/2022 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                       | 2.60     | \$450.00 | \$1,170.00 |
| Service | 08/11/2022 | Receipt and review Notice of Related Case.                                                                                                                                                  | 0.20     | \$750.00 | \$150.00   |

|         |            |                                                                                                                                                                                                                                                                                                                                      |      |          |            |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 08/11/2022 | Review and analyze First Amended Complaint in related case in preparation for opposition to notice of related case.                                                                                                                                                                                                                  | 0.30 | \$750.00 | \$225.00   |
| Service | 08/11/2022 | Obtain a copy of complaint filed in related case and save in the file                                                                                                                                                                                                                                                                | 1.00 | \$250.00 | \$250.00   |
| Service | 08/15/2022 | Review docs re mediation, analyze, advise AJ.                                                                                                                                                                                                                                                                                        | 1.25 | \$995.00 | \$1,243.75 |
| Service | 08/15/2022 | Review and analyze data produced for mediation purposes. Review case file and discovery to date. Analyze facts and law. Status update to Plaintiff.                                                                                                                                                                                  | 4.50 | \$850.00 | \$3,825.00 |
| Service | 08/16/2022 | Add individual claims to case notes, calculate individual damages, advise AJB                                                                                                                                                                                                                                                        | 2.60 | \$450.00 | \$1,170.00 |
| Service | 08/17/2022 | Receipt and review Second Notice of Related Case.                                                                                                                                                                                                                                                                                    | 0.20 | \$750.00 | \$150.00   |
| Service | 08/17/2022 | Review and outline notice of related cases; multiple correspondence regarding the same.                                                                                                                                                                                                                                              | 0.50 | \$550.00 | \$275.00   |
| Service | 08/18/2022 | Prep for and have call w/ expert for mediation.                                                                                                                                                                                                                                                                                      | 3.00 | \$895.00 | \$2,685.00 |
| Service | 08/19/2022 | Review pay stubs exemplars for 226(a) violations. Legal research regarding regular rate exclusions from overtime and wage statement claims/settlements. Analyze all pay codes to review with Plaintiff for overtime and other violations. Conference with Plaintiff to obtain more facts for mediation brief. Prepare for mediation. | 4.40 | \$850.00 | \$3,740.00 |
| Service | 08/22/2022 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                                                                                                                                                                                                                                | 2.60 | \$450.00 | \$1,170.00 |
| Service | 08/22/2022 | Review and revise mediation brief; review documents and exhibits; analysis of claims and fact; provide input to AJB                                                                                                                                                                                                                  | 2.50 | \$950.00 | \$2,375.00 |
| Service | 08/23/2022 | revise mediation brief; analysis of valuation and claims; advise AJ                                                                                                                                                                                                                                                                  | 2.00 | \$950.00 | \$1,900.00 |
| Service | 08/23/2022 | Draft mediation brief. Review wage and hour policy documents. Analyze facts and law.                                                                                                                                                                                                                                                 | 5.90 | \$850.00 | \$5,015.00 |
| Service | 08/24/2022 | Review final mediation brief and exhibits; advise AJ                                                                                                                                                                                                                                                                                 | 1.00 | \$950.00 | \$950.00   |
| Service | 08/24/2022 | Review docs, analyze, advise AJ re mediation.                                                                                                                                                                                                                                                                                        | 1.00 | \$995.00 | \$995.00   |
| Service | 08/26/2022 | Multiple correspondence regarding mediation; review file for status of stipulations; draft follow up correspondence.                                                                                                                                                                                                                 | 0.70 | \$550.00 | \$385.00   |
| Service | 08/29/2022 | Exchange emails w/ defense attorney and mediator's office to reschedule mediation. Prep for mediation.                                                                                                                                                                                                                               | 1.00 | \$895.00 | \$895.00   |
| Service | 09/07/2022 | Review the file to confirm documents bates stamped are up to date for mediation                                                                                                                                                                                                                                                      | 0.20 | \$250.00 | \$50.00    |

|         |            |                                                                                                                      |       |          |            |
|---------|------------|----------------------------------------------------------------------------------------------------------------------|-------|----------|------------|
| Service | 09/08/2022 | Draft: draft CMC statement; review correspondence between parties; correspondence to Def                             | 1.50  | \$750.00 | \$1,125.00 |
| Service | 09/09/2022 | Speak with client in advance of mediation, analyze claims, advise AJB                                                | 2.60  | \$450.00 | \$1,170.00 |
| Service | 09/09/2022 | Review and Revise: review and revise CMC statement; finalize statement; review correspondence from Def               | 2.20  | \$750.00 | \$1,650.00 |
| Service | 09/14/2022 | Multiple correspondence regarding status of mediation and joint statement; draft follow up summary.                  | 0.50  | \$550.00 | \$275.00   |
| Service | 09/14/2022 | Add individual claims to case notes, calculate individual damages, advise AJB                                        | 2.60  | \$450.00 | \$1,170.00 |
| Service | 09/14/2022 | Analyze related case. Prep for and have call w/ counsel in related case. Work out JPA issues. Draft mediation brief. | 8.00  | \$895.00 | \$7,160.00 |
| Service | 09/16/2022 | Review pleadings from related case; draft follow up correspondence.                                                  | 0.70  | \$550.00 | \$385.00   |
| Service | 09/16/2022 | Update the POS template to reflect OPC's information                                                                 | 0.20  | \$250.00 | \$50.00    |
| Service | 09/20/2022 | Prepare for mediation, review and analyze mediation brief, advise AJB                                                | 2.60  | \$450.00 | \$1,170.00 |
| Service | 09/20/2022 | Review analyze expert penalty report and notes and assumptions. Review case demographics - draft MOU for mediation.  | 2.90  | \$850.00 | \$2,465.00 |
| Service | 09/23/2022 | Prep and appear for mediation.                                                                                       | 10.00 | \$895.00 | \$8,950.00 |
| Service | 09/23/2022 | Attend mediation                                                                                                     | 8.00  | \$450.00 | \$3,600.00 |
| Service | 09/23/2022 | Review emails re mediation; review documents; emails AJ                                                              | 0.50  | \$950.00 | \$475.00   |
| Service | 09/26/2022 | Multiple correspondence regarding mediation.                                                                         | 0.30  | \$550.00 | \$165.00   |
| Service | 09/26/2022 | Review med proposal, analyze term re approval. Advise AJ.                                                            | 3.00  | \$995.00 | \$2,985.00 |
| Service | 09/26/2022 | Review mediators proposal; review emails                                                                             | 0.50  | \$950.00 | \$475.00   |
| Service | 09/29/2022 | Review file and docket for status in advance of CMC; correspondence regarding status of mediation.                   | 0.70  | \$550.00 | \$385.00   |
| Service | 09/30/2022 | Review file for status in advance of CMC; draft summary.                                                             | 0.60  | \$550.00 | \$330.00   |
| Service | 09/30/2022 | Prepare for and attend CMC in PAGA action; draft and circulate update.                                               | 0.80  | \$550.00 | \$440.00   |
| Service | 09/30/2022 | Review internal memo re CMC. Update calendar. Analyze progress of accepting mediator's proposal.                     | 1.00  | \$895.00 | \$895.00   |
| Service | 11/21/2022 | Call w/ mediator. Draft/circulate update to counsel re                                                               | 2.00  | \$895.00 | \$1,790.00 |

|         |            |                                                                                                                                                                                                              |      |          |            |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | call w/ mediator. Review pleadings/deadlines/status of case.                                                                                                                                                 |      |          |            |
| Service | 11/29/2022 | Review and outline file regarding status of mediation; multiple follow up correspondence with CTL regarding the same.                                                                                        | 0.50 | \$550.00 | \$275.00   |
| Service | 11/30/2022 | Review file for status; draft joint case management statement and submit to opposing counsel for review.                                                                                                     | 0.80 | \$550.00 | \$440.00   |
| Service | 11/30/2022 | Revise, finalize, file and serve joint case management statement.                                                                                                                                            | 0.50 | \$550.00 | \$275.00   |
| Service | 12/14/2022 | Phone call with clerk re case management conference continued, leave a vm and follow up                                                                                                                      | 0.30 | \$250.00 | \$75.00    |
| Service | 12/16/2022 | Receive and review notice from Court regarding CMC; draft correspondence with opposing counsel.                                                                                                              | 0.40 | \$550.00 | \$220.00   |
| Service | 12/16/2022 | Follow up with handling attorney to confirm notice of continued CMC provided to OPC                                                                                                                          | 0.20 | \$250.00 | \$50.00    |
| Service | 12/19/2022 | Receipt and review Court's Notice of CMC.                                                                                                                                                                    | 0.20 | \$750.00 | \$150.00   |
| Service | 01/24/2023 | Review docket and pleadings for status in advance of drafting joint case management statement; draft summary.                                                                                                | 0.60 | \$550.00 | \$330.00   |
| Service | 01/24/2023 | Draft joint case management statement; submit to opposing counsel for review; revise, finalize, file and serve.                                                                                              | 1.00 | \$550.00 | \$550.00   |
| Service | 02/01/2023 | Review revisions to MOU; analyze under Amaro; respond to AJ's email                                                                                                                                          | 0.50 | \$950.00 | \$475.00   |
| Service | 02/04/2023 | Review MOU for final, analyze re open issues. Advise AJ.                                                                                                                                                     | 1.75 | \$995.00 | \$1,741.25 |
| Service | 02/08/2023 | Draft and file notice of remote appearance                                                                                                                                                                   | 0.50 | \$250.00 | \$125.00   |
| Service | 02/10/2023 | Prepare for Case Management Conference.                                                                                                                                                                      | 0.50 | \$750.00 | \$375.00   |
| Service | 02/10/2023 | Attend Case Management Conference; Draft Memorandum to File re: status.                                                                                                                                      | 0.70 | \$750.00 | \$525.00   |
| Service | 02/17/2023 | Review mediation notes. Analyze MOU terms and send to Plaintiff for signature. Conference with Plaintiff to discuss terms of MOU. Follow up for signature.                                                   | 1.20 | \$850.00 | \$1,020.00 |
| Service | 02/21/2023 | Review and analyze notice of hearing re status conference.                                                                                                                                                   | 0.20 | \$750.00 | \$150.00   |
| Service | 02/21/2023 | Review/analyze notice of hearing. Adjust calendar. Prep for notice of hearing. Review / analyze corr from defendant w/ fully executed MOU. Analyze next steps and work allocation for processing settlement. | 2.50 | \$895.00 | \$2,237.50 |
| Service | 03/01/2023 | Review and analyze memorandum of understanding in                                                                                                                                                            | 1.40 | \$750.00 | \$1,050.00 |

|         |            |                                                                                                                                                                                                             |      |          |            |
|---------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | preparation for drafting First Amended Consolidated Complaint.                                                                                                                                              |      |          |            |
| Service | 03/01/2023 | Email to/from A. Jackson re: First Amended Complaint in Aquino; Review and analyze First Amended Complaint in Aquino in preparation for Stipulation for leave to file First Amended Consolidated Complaint. | 0.40 | \$750.00 | \$300.00   |
| Service | 03/01/2023 | Discuss with Nick re: retaliation and wrongful termination claims to allege in FACC.                                                                                                                        | 0.50 | \$750.00 | \$375.00   |
| Service | 03/01/2023 | Multiple correspondence regarding settlement; review and outline MOU in advance of drafting longform settlement agreement.                                                                                  | 1.20 | \$550.00 | \$660.00   |
| Service | 03/02/2023 | Review and outline pleadings in Aquino action, begin drafting longform settlement agreement.                                                                                                                | 2.50 | \$550.00 | \$1,375.00 |
| Service | 03/02/2023 | Draft stipulation to file first amended complaint                                                                                                                                                           | 1.00 | \$250.00 | \$250.00   |
| Service | 03/02/2023 | Review status of signing MOU. Draft/send corr to defense attorney. Review/analyze response. Analyze next steps to finalize settlement.                                                                      | 2.00 | \$895.00 | \$1,790.00 |
| Service | 03/06/2023 | Complete draft of longform settlement agreement; review against prior correspondence.                                                                                                                       | 1.30 | \$550.00 | \$715.00   |
| Service | 03/06/2023 | Update spreadsheets re case settled and MOU signed                                                                                                                                                          | 0.20 | \$250.00 | \$50.00    |
| Service | 03/07/2023 | Revise and finalize draft of master settlement agreement; multiple correspondence with CTL regarding the same.                                                                                              | 1.20 | \$550.00 | \$660.00   |
| Service | 03/07/2023 | Review and outline MOU regarding individual claims; draft longform settlement agreement for Plaintiffs Nunez and Aquino.                                                                                    | 2.50 | \$550.00 | \$1,375.00 |
| Service | 03/09/2023 | Review & analyze MOU; review related Aquino action; email to C Levu re amended complaint and class allegations therein                                                                                      | 0.75 | \$675.00 | \$506.25   |
| Service | 03/13/2023 | Email to S. Hartrandt re: request for ILYM Estimate.                                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| Service | 03/13/2023 | Email from L. Mullins re: request for ILYM Estimate.                                                                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| Service | 03/13/2023 | Review file; draft amended consolidated complaint re Nunez & Aquino actions                                                                                                                                 | 4.50 | \$675.00 | \$3,037.50 |
| Service | 03/13/2023 | Run fees and costs in Clio and Tussmand and email for review                                                                                                                                                | 0.50 | \$250.00 | \$125.00   |
| Service | 03/14/2023 | Finish drafting amended consolidated complaint; create redline; email to C Levu summarizing edits/revisions made to the draft amended complaint                                                             | 3.50 | \$675.00 | \$2,362.50 |
| Service | 03/14/2023 | Email to/from K. Hernandez re: request for estimate of class administration.                                                                                                                                | 0.30 | \$750.00 | \$225.00   |

|         |            |                                                                                                                                                                             |      |          |            |
|---------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 03/14/2023 | Revise and finalize First Amended Consolidated Complaint.                                                                                                                   | 1.30 | \$750.00 | \$975.00   |
| Service | 03/14/2023 | Revise Long Form Settlement Agreement.                                                                                                                                      | 3.60 | \$750.00 | \$2,700.00 |
| Service | 03/14/2023 | Revise Individual Settlement Agreement.                                                                                                                                     | 3.50 | \$750.00 | \$2,625.00 |
| Service | 03/14/2023 | Revise Stipulation for Leave to File First Amended Consolidated Complaint.                                                                                                  | 1.30 | \$750.00 | \$975.00   |
| Service | 03/14/2023 | Email form K. Hernandez re: ILYM estimate; review and analyze ILYM estimate.                                                                                                | 0.40 | \$750.00 | \$300.00   |
| Service | 03/14/2023 | Email to A. Jackson re: Long Form Settlement Agreement, Individual Settlement Agreement, ILYM bid and Stipulation for Leave to file FACC.                                   | 0.40 | \$750.00 | \$300.00   |
| Service | 03/14/2023 | Review Admin estimates and correspondence; provide input                                                                                                                    | 0.50 | \$950.00 | \$475.00   |
| Service | 03/14/2023 | Analysis of settlement issues and draft agreement issues; advise staff; review draft amended complaint and advise staff                                                     | 1.75 | \$950.00 | \$1,662.50 |
| Service | 03/15/2023 | Discuss with Andy revisions to Individual Settlement Agreement.                                                                                                             | 0.60 | \$750.00 | \$450.00   |
| Service | 03/15/2023 | Discuss with Andy revisions to Long Form Settlement Agreement.                                                                                                              | 0.90 | \$750.00 | \$675.00   |
| Service | 03/15/2023 | Review draft agreements and emails; advise staff                                                                                                                            | 1.00 | \$950.00 | \$950.00   |
| Service | 03/15/2023 | Review draft amended complaint; provide comments and revisions to staff                                                                                                     | 0.50 | \$950.00 | \$475.00   |
| Service | 03/15/2023 | Revise Individual Settlement Agreement related to carve out class and PAGA claims.                                                                                          | 1.80 | \$750.00 | \$1,350.00 |
| Service | 03/15/2023 | Revise Long Form Settlement Agreement related to carve out individual and PAGA claims.                                                                                      | 1.50 | \$750.00 | \$1,125.00 |
| Service | 03/15/2023 | Email from A. Jackson re: revisions to Long Form Settlement Agreement and Stipulation for Leave to File FACC; Review and analyze same.                                      | 0.90 | \$750.00 | \$675.00   |
| Service | 03/15/2023 | Review revisions from staff and co-counsel; advise staff                                                                                                                    | 0.50 | \$950.00 | \$475.00   |
| Service | 03/15/2023 | Email to/from A. Jackson re: revisions to Long Form Settlement Agreement and Individual Settlement Agreement.                                                               | 0.30 | \$750.00 | \$225.00   |
| Service | 03/15/2023 | Email to T. Johnson re: draft Long Form Settlement Agreement. Individual Settlement Agreement, IYLM estimate, Stipulation for Leave to File FAC and FACC clean and redline. | 0.40 | \$750.00 | \$300.00   |
| Service | 03/15/2023 | Review revisions to longform and individual settlement agreements; teleconference with CTL regarding the                                                                    | 1.30 | \$550.00 | \$715.00   |

|         |            |                                                                                                                                |      |          |            |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | same; draft summary.                                                                                                           |      |          |            |
| Service | 03/15/2023 | Review long form, analyze, advise CL.                                                                                          | 2.75 | \$995.00 | \$2,736.25 |
| Service | 03/20/2023 | Email to N. Djordjevski re: revisions to Long Form Settlement Agreement.                                                       | 0.20 | \$750.00 | \$150.00   |
| Service | 03/22/2023 | Review draft agreement; review status; analysis of settlement issues; respond to Defendant; advise CL                          | 1.50 | \$950.00 | \$1,425.00 |
| Service | 03/22/2023 | Call clerk to get date for MPA, email CJ re calendar                                                                           | 0.40 | \$250.00 | \$100.00   |
| Service | 04/04/2023 | Email to N. Djordjevski re: pleadings and settlement agreement.                                                                | 0.30 | \$750.00 | \$225.00   |
| Service | 04/07/2023 | Email to N. Djordjevski re: finalizing of Stipulation to File FACC.                                                            | 0.20 | \$750.00 | \$150.00   |
| Service | 04/07/2023 | Email from N. Djordjevski re: Final FACC and Stipulation to File FACC.                                                         | 0.20 | \$750.00 | \$150.00   |
| Service | 04/07/2023 | Finalize FACC and Stipulation to File FACC.                                                                                    | 0.60 | \$750.00 | \$450.00   |
| Service | 04/07/2023 | Finalize stip to file FACC, add FACC as exhibit and mark, sign, file via One Legal, serve via email, courtlinks, circulate     | 1.00 | \$250.00 | \$250.00   |
| Service | 04/14/2023 | Review and analyze Defendant's revisions to Long Form Settlement Agreement; Revise and comment re: same.                       | 0.80 | \$750.00 | \$600.00   |
| Service | 04/14/2023 | Review and analyze Defendant's revisions to Individual Settlement Agreement; Revise and comment re: same.                      | 0.60 | \$750.00 | \$450.00   |
| Service | 04/24/2023 | Email from A. Jackson re: no revisions to long form settlement agreements.                                                     | 0.20 | \$750.00 | \$150.00   |
| Service | 04/25/2023 | Review and revise draft Agreement; prepare redlines; review CL comments; memo to CL                                            | 2.50 | \$950.00 | \$2,375.00 |
| Service | 04/25/2023 | Finalize Individual Settlement Agreement; Discuss with Kyle re: same.                                                          | 0.50 | \$750.00 | \$375.00   |
| Service | 04/25/2023 | Revise Class Action Settlement Agreement; Discuss with Kyle re: same.                                                          | 0.70 | \$750.00 | \$525.00   |
| Service | 04/25/2023 | Email from/to A. Jackson re: revisions to Class Action Settlement Agreement and finalizing of Individual Settlement Agreement. | 0.40 | \$750.00 | \$300.00   |
| Service | 04/25/2023 | Email to Nik Djordjevski re: revisions to Class Action Settlement Agreement and finalizing of Individual Settlement Agreement. | 0.40 | \$750.00 | \$300.00   |
| Service | 04/25/2023 | review agreement for final, analyze changes, advise KN.                                                                        | 2.50 | \$995.00 | \$2,487.50 |
| Service | 04/25/2023 | discuss settlement tissues with NBB; memo to staff re                                                                          | 1.00 | \$950.00 | \$950.00   |

| how to address settlement issues |            |                                                                                                                                          |      |          |          |
|----------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------|
| Service                          | 04/28/2023 | Email to N. Njordjevski following up on Long Form Settlement Agreement.                                                                  | 0.20 | \$750.00 | \$150.00 |
| Service                          | 04/28/2023 | Telephone call to N. Njordjevski following up on Long Form Settlement Agreement.                                                         | 0.20 | \$750.00 | \$150.00 |
| Service                          | 04/28/2023 | Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same. | 0.20 | \$675.00 | \$135.00 |
| Service                          | 05/02/2023 | Email to/from N. Djordjevski re: long form settlement agreement.                                                                         | 0.20 | \$750.00 | \$150.00 |
| Service                          | 05/05/2023 | Telephone call to N. Djordjevski re: status of Long Form Settlement Agreement and Individual Settlement Agreement.                       | 0.20 | \$750.00 | \$150.00 |
| Service                          | 05/05/2023 | Email to N. Djordjevski re: status of Long Form Settlement Agreement and Individual Settlement Agreement.                                | 0.30 | \$750.00 | \$225.00 |
| Service                          | 05/05/2023 | Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same. | 0.20 | \$675.00 | \$135.00 |
| Service                          | 05/08/2023 | Email from/to N. Djordjevski re: status of long form settlement agreement and review with client.                                        | 0.20 | \$750.00 | \$150.00 |
| Service                          | 05/10/2023 | Receipt and review Order Granting Leave to File FACC; Finalize FACC; Email to N. Djorkevski re - revisions to settlement agreements.     | 0.50 | \$750.00 | \$375.00 |
| Service                          | 05/10/2023 | Revise Long Form Settlement Agreement.                                                                                                   | 0.50 | \$750.00 | \$375.00 |
| Service                          | 05/10/2023 | Revise Individual Long Form Settlement Agreement.                                                                                        | 0.40 | \$750.00 | \$300.00 |
| Service                          | 05/10/2023 | Review Order and emails; advise CL; review revised Agreement and emails regarding status of Agreement and revisions                      | 1.00 | \$950.00 | \$950.00 |
| Service                          | 05/10/2023 | Email CTL re FACC not filed                                                                                                              | 0.10 | \$250.00 | \$25.00  |
| Service                          | 05/10/2023 | Finalize FACC, draft POS, file via one legal, serve via email, circulate                                                                 | 1.00 | \$250.00 | \$250.00 |
| Service                          | 05/12/2023 | Telephone call to N. Djordjevski re: status of Long Form and Individual Settlement Agreements and request for conference call.           | 0.40 | \$750.00 | \$300.00 |
| Service                          | 05/12/2023 | Email to N. Djordjevski re: status of Long Form and Individual Settlement Agreements and request for conference call.                    | 0.20 | \$750.00 | \$150.00 |
| Service                          | 05/17/2023 | Telephone all to T. Johnson re: long form settlement agreement.                                                                          | 0.30 | \$750.00 | \$225.00 |

|         |            |                                                                                                                                                                                                                                                               |      |          |            |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 05/17/2023 | Emails from/to T. Johnson re: finalizing long form settlement agreement and individual settlement agreement.                                                                                                                                                  | 0.30 | \$750.00 | \$225.00   |
| Service | 05/18/2023 | Email to T. Johnson re: voicemail and finalizing of long for settlement agreement and individual settlement agreement.                                                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| Service | 05/18/2023 | Call to T. Johnson re: voicemail and finalizing of long for settlement agreement and individual settlement agreement.                                                                                                                                         | 0.20 | \$750.00 | \$150.00   |
| Service | 05/18/2023 | Conference call with T. Johnson re: revisions to long for settlement agreement and individual settlement agreement, preliminary approval and discussion re: declaration of workweeks and class members.                                                       | 0.50 | \$750.00 | \$375.00   |
| Service | 05/18/2023 | Email to T. Johnson re: final long form settlement agreement and individual settlement agreement, preliminary approval and discussion re: declaration of workweeks and class members.                                                                         | 0.50 | \$750.00 | \$375.00   |
| Service | 05/18/2023 | Review final revisions to draft Agreement; discuss with CL; review final agreement; memo to staff                                                                                                                                                             | 1.50 | \$950.00 | \$1,425.00 |
| Service | 05/18/2023 | Email from T. Johnson re: status of signatures to long form settlement agreement.                                                                                                                                                                             | 0.20 | \$750.00 | \$150.00   |
| Service | 05/18/2023 | Check status of FACC, not conformed yet                                                                                                                                                                                                                       | 0.20 | \$250.00 | \$50.00    |
| Service | 05/19/2023 | Review settlement agreement and exhibits attached thereto. Review and analyze individual settlement terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement payout. Follow up calls to obtain signature. | 1.20 | \$850.00 | \$1,020.00 |
| Service | 05/24/2023 | Monitor status of FACC: not accepted by sd court yet                                                                                                                                                                                                          | 0.20 | \$250.00 | \$50.00    |
| Service | 05/26/2023 | Telephone call to T. Johnson re: Long Form Settlement Agreement and Individual Settlement Agreement.                                                                                                                                                          | 0.30 | \$750.00 | \$225.00   |
| Service | 05/26/2023 | Telephone call to N. Djordjevski re: Long Form Settlement Agreement and Individual Settlement Agreement.                                                                                                                                                      | 0.30 | \$750.00 | \$225.00   |
| Service | 05/26/2023 | Email to T. Johnson and N. Djordjevski re: Long Form Settlement Agreement and Individual Settlement Agreement and forward of client's signatures; Discuss with Nick re: same.                                                                                 | 0.30 | \$750.00 | \$225.00   |
| Service | 05/26/2023 | Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.                                                                                                                      | 0.10 | \$675.00 | \$67.50    |
| Service | 05/30/2023 | Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.                                                                                                                      | 0.10 | \$675.00 | \$67.50    |

|         |            |                                                                                                                                                                                                   |      |          |            |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 05/31/2023 | Email from T. Johnson re: status of long form and payroll data.                                                                                                                                   | 0.30 | \$750.00 | \$225.00   |
| Service | 05/31/2023 | Email from N. Djordjevski re: individual settlement agreement; Email to same re: missing long form settlement agreement.                                                                          | 0.30 | \$750.00 | \$225.00   |
| Service | 05/31/2023 | Email to A. Jackson re: execution of long form settlement agreement and individual settlement agreement.                                                                                          | 0.30 | \$750.00 | \$225.00   |
| Service | 06/01/2023 | Telephone call to T. Johnson re: status of long form settlement agreement.                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| Service | 06/01/2023 | Telephone call to N. Djordjevski re: status of long form settlement agreement.                                                                                                                    | 0.20 | \$750.00 | \$150.00   |
| Service | 06/01/2023 | Email to T. Johnson re: status of long form settlement agreement and missing email.                                                                                                               | 0.20 | \$750.00 | \$150.00   |
| Service | 06/01/2023 | Email from T. Johnson re: client error in signing individual settlement agreement.                                                                                                                | 0.20 | \$750.00 | \$150.00   |
| Service | 06/01/2023 | Telephone call to A. Jackson re execution of individual settlement agreement and long form settlement agreement; Discuss with Kyle re: declaration of Jackson in support of preliminary approval. | 0.40 | \$750.00 | \$300.00   |
| Service | 06/06/2023 | Refile FACC                                                                                                                                                                                       | 0.30 | \$250.00 | \$75.00    |
| Service | 06/07/2023 | Review status; work on approval / settlement issues; prepare outline; begin work on preliminary approval                                                                                          | 2.00 | \$950.00 | \$1,900.00 |
| Service | 06/07/2023 | Monitor court's website re status of FACC                                                                                                                                                         | 0.20 | \$250.00 | \$50.00    |
| Service | 06/08/2023 | work on settlement issues; draft exhibits; analysis of FAC and other documents                                                                                                                    | 3.00 | \$950.00 | \$2,850.00 |
| Service | 06/08/2023 | Follow up re status of FACC, doc accepted, Add conformed FACC to file /// upload to LWDA                                                                                                          | 0.50 | \$250.00 | \$125.00   |
| Service | 06/09/2023 | Draft exhibits to settlement; email Def                                                                                                                                                           | 3.75 | \$950.00 | \$3,562.50 |
| Service | 06/09/2023 | Review/analyze long form settlement exhibits.                                                                                                                                                     | 1.00 | \$895.00 | \$895.00   |
| Service | 06/12/2023 | Analyze agreement, review docs, final settlement agreement. Advise KN.                                                                                                                            | 2.25 | \$995.00 | \$2,238.75 |
| Service | 06/12/2023 | discuss settlement tissues with NBB; analysis of final agreement and remaining issues                                                                                                             | 1.00 | \$950.00 | \$950.00   |
| Service | 06/19/2023 | Review status; prepare signed agreement; email Def; review response; work on preliminary approval issues                                                                                          | 2.00 | \$950.00 | \$1,900.00 |
| Service | 06/20/2023 | Email from N. Djordjevski re Defendant's signature to Long for Settlement Agreement.                                                                                                              | 0.20 | \$750.00 | \$150.00   |
| Service | 06/20/2023 | Email from A. Martinez re: signature of counsel on long                                                                                                                                           | 0.30 | \$750.00 | \$225.00   |

|         |            |                                                                                                                                                                                                       |      |          |            |
|---------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | for settlement agreement; Review and analyze long form settlement agreement.                                                                                                                          |      |          |            |
| Service | 07/03/2023 | Analysis of expert report; work on approval issues and Kullar valuation issues; email AJ re questions                                                                                                 | 1.50 | \$950.00 | \$1,425.00 |
| Service | 07/03/2023 | draft motion for preliminary approval; memo to Admin; email Defendant; memo to RE                                                                                                                     | 4.00 | \$950.00 | \$3,800.00 |
| Service | 07/05/2023 | Review memo from partner/review MOU/brief/charts/mediation brief/draft and send Kullar analysis to partner for approval brief. Check case calendar/local rules/ensure compliance with Court's orders. | 3.00 | \$895.00 | \$2,685.00 |
| Service | 07/05/2023 | Review Admin decl; work on approval issues; email Def regarding Declaration                                                                                                                           | 0.50 | \$950.00 | \$475.00   |
| Service | 07/05/2023 | Review motion for prelim approval, Analyze, Advise KN.                                                                                                                                                | 2.50 | \$995.00 | \$2,487.50 |
| Service | 07/05/2023 | discuss with NBB; analysis of approval and remaining issues to address                                                                                                                                | 1.00 | \$950.00 | \$950.00   |
| Service | 07/09/2023 | Review file; draft declaration of G Nunez re preliminary approval motion/class rep service payment request; email to Nunez re draft declaration                                                       | 2.75 | \$675.00 | \$1,856.25 |
| Service | 07/10/2023 | Comm w plaintiff G Nunez re prelim approval dec draft                                                                                                                                                 | 0.30 | \$675.00 | \$202.50   |
| Service | 07/10/2023 | Draft declaration ISO motion                                                                                                                                                                          | 3.00 | \$950.00 | \$2,850.00 |
| Service | 07/10/2023 | Work on motion for preliminary approval; revise and update motion                                                                                                                                     | 2.50 | \$950.00 | \$2,375.00 |
| Service | 07/11/2023 | Review and revise declaration for final; prepare exhibits and execute declaration                                                                                                                     | 1.00 | \$950.00 | \$950.00   |
| Service | 07/11/2023 | Review and revise motion for final; file and serve motion; serve LWDA                                                                                                                                 | 2.00 | \$950.00 | \$1,900.00 |
| Service | 07/11/2023 | Review prelim motion, final, analyze, advise KN.                                                                                                                                                      | 2.50 | \$995.00 | \$2,487.50 |
| Service | 07/21/2023 | Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.                                                              | 0.10 | \$675.00 | \$67.50    |
| Service | 07/27/2023 | Memo to staff re hearing and process for order; email to NBB                                                                                                                                          | 0.50 | \$950.00 | \$475.00   |
| Service | 07/27/2023 | Prepare for Hearing re: Preliminary Approval; Discuss with Kyle re: same.                                                                                                                             | 0.30 | \$750.00 | \$225.00   |
| Service | 08/03/2023 | Draft Joint Case Management Statement; Email to T. Johnson re: same.                                                                                                                                  | 0.90 | \$750.00 | \$675.00   |
| Service | 08/03/2023 | Review tentative; revise class notice and proposed order; provide instructions to staff; email Def                                                                                                    | 1.30 | \$950.00 | \$1,235.00 |

|         |            |                                                                                                                                                                      |      |          |            |
|---------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 08/03/2023 | Review preliminary approval order and tentative ruling; correspondence with KN regarding appearance; compile documents for appearance.                               | 0.80 | \$550.00 | \$440.00   |
| Service | 08/04/2023 | Revise proposed order; prepare revised Agreement with revised Notice; file and serve                                                                                 | 1.00 | \$950.00 | \$950.00   |
| Service | 08/04/2023 | Court appearance - preliminary approval; prepare for hearing; review documents; memo to file post hearing                                                            | 1.00 | \$950.00 | \$950.00   |
| Service | 08/04/2023 | Pull and organize documents for hearing; multiple correspondence with KN regarding appearance.                                                                       | 0.60 | \$550.00 | \$330.00   |
| Service | 08/09/2023 | Review case dates re MPA, email CTL re schedule reminders to prepare drafts of MFA and AT's fees                                                                     | 0.10 | \$250.00 | \$25.00    |
| Service | 08/09/2023 | Review email and signed order; memo to file; email def; memo to admin with documents and instructions for Admin.                                                     | 1.00 | \$950.00 | \$950.00   |
| Service | 08/09/2023 | Email from N. Bench re: Administrative Timeline for settlement administration.                                                                                       | 0.20 | \$750.00 | \$150.00   |
| Service | 08/09/2023 | Email from L. Mullins re: case manager for settlement administration.                                                                                                | 0.20 | \$750.00 | \$150.00   |
| Service | 08/09/2023 | Review and analyze Preliminary Approval Order; Email to T. Johnson re: same.                                                                                         | 0.40 | \$750.00 | \$300.00   |
| Service | 08/10/2023 | Review status and Admin email; check timeline with documents; respond to admin                                                                                       | 0.40 | \$950.00 | \$380.00   |
| Service | 08/10/2023 | Email from/to N. Bench re: settlement administration timeline.                                                                                                       | 0.30 | \$750.00 | \$225.00   |
| Service | 08/18/2023 | Review docket for status of CMC; draft follow up correspondence.                                                                                                     | 0.40 | \$550.00 | \$220.00   |
| Service | 08/18/2023 | Prepare for and attend CMC; draft and circulate summary.                                                                                                             | 0.80 | \$550.00 | \$440.00   |
| Service | 09/05/2023 | Review and respond to class member inquiries. Analyze settlement docs and claims administrator Information and other settlement issues.                              | 1.20 | \$850.00 | \$1,020.00 |
| Service | 09/08/2023 | Email from N. Bench re: class data uploads.                                                                                                                          | 0.20 | \$750.00 | \$150.00   |
| Service | 09/08/2023 | Email from T. Johnson re: class data uploads.                                                                                                                        | 0.20 | \$750.00 | \$150.00   |
| Service | 09/08/2023 | Research previous settlements with similar claims and pay periods for mediation valuation. Review and revise mediation brief. Analyze all exhibits attached thereto. | 4.10 | \$850.00 | \$3,485.00 |
| Service | 09/14/2023 | Review Admin email and preliminary calculations; analyze and respond to Admin                                                                                        | 0.50 | \$950.00 | \$475.00   |
| Service | 09/21/2023 | Review Admin email and issues; review formatted documents; respond                                                                                                   | 0.50 | \$950.00 | \$475.00   |

|         |            |                                                                                                                                                                                                            |      |          |            |
|---------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 09/24/2023 | Email to A. Jackson re: declaration of fees and costs.                                                                                                                                                     | 0.30 | \$750.00 | \$225.00   |
| Service | 09/25/2023 | Receipt and review Email from N. Bench re: ILYM - Mailing Confirmation of Settlement.                                                                                                                      | 0.20 | \$750.00 | \$150.00   |
| Service | 09/26/2023 | Draft Memorandum of Points and Authorities in support of Motion for Final Approval; Review and analyze Preliminary Approval Order, Mediation and Damage Analysis in preparation for Final Approval motion. | 5.30 | \$750.00 | \$3,975.00 |
| Service | 09/26/2023 | Draft Notice of Motion for Final Approval.                                                                                                                                                                 | 0.80 | \$750.00 | \$600.00   |
| Service | 09/26/2023 | Draft Proof of Service re Motion for Final Approval.                                                                                                                                                       | 0.60 | \$750.00 | \$450.00   |
| Service | 09/26/2023 | Draft Declaration of N. Blumenthal in support of Motion for Final Approval.                                                                                                                                | 2.70 | \$750.00 | \$2,025.00 |
| Service | 09/27/2023 | Draft Memorandum of Points and Authorities in support of Motion for Attorney's Fees and Costs.                                                                                                             | 3.90 | \$750.00 | \$2,925.00 |
| Service | 09/27/2023 | Draft Declaration of K. Nordrehaug in support of Motion for Attorney's Fees and Costs.                                                                                                                     | 2.90 | \$750.00 | \$2,175.00 |
| Service | 09/27/2023 | Draft Proof of Service re Motion for Attorney's Fees and Costs.                                                                                                                                            | 0.60 | \$750.00 | \$450.00   |
| Service | 09/27/2023 | Draft Notice of Motion for Attorney's Fees and Costs.                                                                                                                                                      | 0.70 | \$750.00 | \$525.00   |
| Service | 09/27/2023 | Review and revise approval docs and exhibits. Discuss with C. Levu. Conference with Plaintiff to discuss status.                                                                                           | 2.90 | \$850.00 | \$2,465.00 |
| Service | 09/28/2023 | Email to A. Jackson re: request for fees and costs for motion for attorney's fees and costs.                                                                                                               | 0.30 | \$750.00 | \$225.00   |
| Service | 10/17/2023 | Email from N. Bench re: settlement administrator report; Review and analyze settlement administrator report.                                                                                               | 0.20 | \$750.00 | \$150.00   |
| Service | 10/23/2023 | Email from N. Bench re: settlement notice report; review and analyze settlement notice report.                                                                                                             | 0.30 | \$750.00 | \$225.00   |
| Service | 10/24/2023 | Review Admin email and weekly report                                                                                                                                                                       | 0.25 | \$950.00 | \$237.50   |
| Service | 10/24/2023 | Review and analyze docket and preliminary approval order in preparation for final approval and fees motion; Discuss with Kyle re: same.                                                                    | 0.30 | \$750.00 | \$225.00   |
| Service | 10/24/2023 | Review questions from CL regarding procedure and status; review issues and advise CL                                                                                                                       | 0.30 | \$950.00 | \$285.00   |
| Service | 11/02/2023 | Work on motion for final approval; review and revise original draft; insert content for a combined brief; email co-counsel regarding decl; review co-counsel decl.                                         | 5.50 | \$950.00 | \$5,225.00 |
| Service | 11/02/2023 | Add TOC TOA to MFA                                                                                                                                                                                         | 1.00 | \$250.00 | \$250.00   |
| Service | 11/03/2023 | Analysis of issue re calculations; emails with the Admin;                                                                                                                                                  | 1.00 | \$950.00 | \$950.00   |

|                                                    |            |                                                                                                                                                                      |      |                     |            |
|----------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------|------------|
| review spreadsheet formulas; update approval chart |            |                                                                                                                                                                      |      |                     |            |
| Service                                            | 11/03/2023 | Analysis of calculation issue and revised calculations; emails with Admin                                                                                            | 0.50 | \$950.00            | \$475.00   |
| Service                                            | 11/08/2023 | Review status of motion; email to CL re declaration and status; review response; email partners                                                                      | 0.40 | \$950.00            | \$380.00   |
| Service                                            | 11/08/2023 | Review billing statement for accuracy; email attorneys re questions and issues to clarify                                                                            | 1.00 | \$950.00            | \$950.00   |
| Service                                            | 11/08/2023 | Review and revise motion for final approval                                                                                                                          | 2.00 | \$950.00            | \$1,900.00 |
| Service                                            | 11/09/2023 | Review and revise draft declaration ISO final approval; emails with NBB and ND                                                                                       | 2.00 | \$950.00            | \$1,900.00 |
| Service                                            | 11/09/2023 | Work on final approval motion; review and revise motion for final; prepare final exhibits; revise motion per comments by counsel; file and serve motion; serve LWDA. | 3.50 | \$950.00            | \$3,325.00 |
| <b>Services Subtotal</b>                           |            |                                                                                                                                                                      |      | <b>\$224,375.00</b> |            |

**Expenses**

| Type    | Date       | Notes                                                 | Quantity | Rate       | Total      |
|---------|------------|-------------------------------------------------------|----------|------------|------------|
| Expense | 05/18/2022 | OneLegal filing fee.                                  | 1.00     | \$33.46    | \$33.46    |
| Expense | 08/11/2022 | OCSC - Related Case Complaint (Aquino v. Interstate). | 1.00     | \$16.33    | \$16.33    |
| Expense | 08/28/2022 | Expert Fees - Berger Consulting.                      | 1.00     | \$6,062.50 | \$6,062.50 |
| Expense | 11/30/2022 | OneLegal filing fee.                                  | 1.00     | \$12.87    | \$12.87    |
| Expense | 12/02/2022 | OneLegal filing fee.                                  | 1.00     | \$41.95    | \$41.95    |
| Expense | 01/24/2023 | OneLegal filing fee.                                  | 1.00     | \$13.33    | \$13.33    |
| Expense | 02/10/2023 | [PAGA] One Legal - Notice of Remote Appearance.       | 1.00     | \$13.88    | \$13.88    |
| Expense | 04/04/2023 | Document retrieval fee.                               | 1.00     | \$1.00     | \$1.00     |
| Expense | 05/01/2023 | Lexis Nexis                                           | 1.00     | \$172.00   | \$172.00   |
| Expense | 05/10/2023 | OneLegal filing fee                                   | 1.00     | \$33.92    | \$33.92    |
| Expense | 06/02/2023 | Lexisnexis                                            | 1.00     | \$242.00   | \$242.00   |
| Expense | 06/02/2023 | OneLegal filing fee                                   | 1.00     | \$13.33    | \$13.33    |
| Expense | 06/07/2023 | OneLegal filing fee                                   | 1.00     | \$13.33    | \$13.33    |
| Expense | 07/03/2023 | Lexis Nexis                                           | 1.00     | \$209.00   | \$209.00   |
| Expense | 07/13/2023 | Filing fee - one legal - motion                       | 1.00     | \$82.31    | \$82.31    |

|                          |            |                                                   |      |                   |          |
|--------------------------|------------|---------------------------------------------------|------|-------------------|----------|
| Expense                  | 08/02/2023 | LexisNexis                                        | 1.00 | \$220.00          | \$220.00 |
| Expense                  | 08/10/2023 | Filing fee - one legal - order                    | 1.00 | \$22.60           | \$22.60  |
| Expense                  | 08/11/2023 | One Legal charge - proposed order delivery charge | 1.00 | \$61.77           | \$61.77  |
| Expense                  | 09/01/2023 | Lexis Nexis                                       | 1.00 | \$308.00          | \$308.00 |
| Expense                  | 10/02/2023 | LexisNexis                                        | 1.00 | \$440.00          | \$440.00 |
| Expense                  | 11/08/2023 | Filing fee - motion for final approval            | 1.00 | \$60.00           | \$60.00  |
| <b>Expenses Subtotal</b> |            |                                                   |      | <b>\$8,073.58</b> |          |

| Time Keeper              | Quantity | Rate     | Total               |
|--------------------------|----------|----------|---------------------|
| AJ Bhowmik               | 36.5     | \$895.00 | \$32,667.50         |
| Norm Blumenthal          | 19.5     | \$995.00 | \$19,402.50         |
| Scott Blumenthal         | 23.6     | \$450.00 | \$10,620.00         |
| Nicholas De Blouw        | 30.5     | \$850.00 | \$25,925.00         |
| Ricardo Ehmann           | 11.8     | \$675.00 | \$7,965.00          |
| Randy Hy                 | 0.7      | \$675.00 | \$472.50            |
| Christine LeVu           | 58.3     | \$750.00 | \$43,725.00         |
| Kyle Nordrehaug          | 68.65    | \$950.00 | \$65,217.50         |
| Victoria Rivapalacio     | 4.2      | \$750.00 | \$3,150.00          |
| Andrew Ronan             | 23.1     | \$550.00 | \$12,705.00         |
| Adolfo Sanchez Contreras | 10.1     | \$250.00 | \$2,525.00          |
| <b>Subtotal</b>          |          |          | <b>\$232,448.58</b> |
| <b>Total</b>             |          |          | <b>\$232,448.58</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number             | Due On     | Amount Due   | Payments Received | Balance Due         |
|----------------------------|------------|--------------|-------------------|---------------------|
| 1                          | 12/09/2023 | \$232,448.58 | \$0.00            | \$232,448.58        |
| <b>Outstanding Balance</b> |            |              |                   | <b>\$232,448.58</b> |

**Total Amount Outstanding      \$232,448.58**

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

**EXHIBIT #5**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

|                  |                      |                         | Years Out of Law School * |       |       |       |       |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|-------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +  |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997 |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919 |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914 |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899 |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894 |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864 |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826 |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796 |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789 |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771 |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753 |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734 |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709 |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686 |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671 |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645 |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614 |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598 |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574 |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549 |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522 |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487 |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468 |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444 |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424 |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406 |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389 |
| 6/1/95-5/31/96   | 1.032                | \$85                    | \$155                     | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95   | 1.0237               | \$82                    | \$151                     | \$185 | \$267 | \$301 | \$363 |

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $i_{\frac{1}{2}}$  Years Out of Law School  $i_{\frac{1}{2}}$  is calculated from June 1 of each year, when most law students graduate.  $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier  $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier  $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

**EXHIBIT #6**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

**JACKSON APC**

Armond M. Jackson (State Bar #281547)

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2 Venture Plaza, Ste. 240

Irvine, CA 92618

Phone: (949) 281-6857

Fax: (949) 777-6218

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN DIEGO**

GUILLERMO NUNEZ and ERIBERTO  
AQUINO, on behalf of the State of California, as  
private attorneys general, and as individuals on  
behalf of themselves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT COMPANY,  
L.L.C., a Limited Liability Company;  
INTERSTATE HOTELS AND RESORTS, INC.,  
and DOES 1 through 50, inclusive,

Case No. 37-2021-00023535-CU-OE-CTL

**DECLARATION OF GUILLERMO  
NUNEZ IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS SETTLEMENT**

Hearing Date: August 4, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Keri G. Katz

Dept.: C74

Date Action Filed: May 17, 2021

Trial date: Not set

1 I, Guillermo Nunez, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the  
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary  
4 Approval of Class Settlement and in support of my application for a Class Representative  
5 Service Payment.  
6

7 2. I have personal knowledge of all the facts stated herein. I could and would competently  
8 testify under oath to these facts in court if requested to do so.

9 3. I worked for the defendants ("Interstate") in California from June of 2019 to July of 2021  
10 and was classified as exempt from overtime from June of 2019 to February of 2020 and  
11 reclassified by Interstate as an hourly, non-exempt employee in February of 2020.  
12

13 4. I retained my attorneys who are experienced in both class action and PAGA  
14 representative action litigation and claims against employers for violations of the California  
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the  
16 Court. I am not aware of having any actual or potential conflicts of interest with another class  
17 member in this case nor am I aware of having any actual or potential conflicts of interest with  
18 ILYM, the settlement administrator. I am not aware of any other pending matter or action  
19 asserting claims that will be extinguished or adversely affected by this settlement.  
20

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because  
22 I felt that my legal rights as an employee and others like me were violated. For example, on  
23 numerous occasions I was required to clock out and continue to work during what should have  
24 been my off duty-meal period and also after I had clocked out for the workday and returned  
25 home, supervisors would call me on my cell phone for various maintenance issues. As such,  
26 Interstate failed to pay my minimum and overtime wages correctly. Also, due to my heavy  
27

1 workload, my meal periods were often late, interrupted or completely missed and I didn't receive  
2 all the meal break penalty payments I was entitled to for these violations. I also regularly missed  
3 my rest breaks and never received any rest break penalty payments. I was also required to use my  
4 personal cell phone to respond to calls and texts from supervisors regarding scheduling and  
5 maintenance issues, such as leaks, broken closets and clogged toilets, but Interstate failed to  
6 reimburse me for reasonable cell phone expenses I incurred for the benefit of the company.  
7

8 6. Before the complaint was filed I spoke to my attorneys several times and discussed how  
9 Interstate implemented its company policies and procedures. I also assisted my attorneys in their  
10 investigation into my claims by providing them documents and answering their questions. I  
11 reviewed the complaint before it was filed and after it was filed I was given access to an  
12 electronic file sharing program that alerted me via email when important documents were filed  
13 so that I could review them and keep up with the developments in the case which I understood  
14 was one of my duties as a class representative. I would also contact my attorneys from time to  
15 time if I had any questions about the case.  
16

17 7. Even though this action is in the process of settling, I was and remain prepared to  
18 perform all the duties of a class representative. I understand that as a class representative I have  
19 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class  
20 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the  
21 benefit of the class members and surrender any right to compromise the group action for an  
22 individual gain.  
23

24 8. I understood that being a plaintiff/class representative in this case meant that I  
25 was seeking damages not only for myself but also other current and/or former hourly, non-  
26 exempt employees working for Interstate in California. I felt that these individuals were not  
27

1 aware of their labor law rights and even if they were they would probably be apprehensive about  
2 speaking up or even simply because of the time, effort and risk involved in filing a class action  
3 lawsuit.

4           9. I understood that being a part of this lawsuit involved risks. For example, my  
5 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to  
6 pay for all or part of the attorney fees and costs paid by Interstate to defend this lawsuit. Also, I  
7 knew there was a risk that future employers, if they ever found out about this lawsuit, could hold  
8 it against me or downgrade me as a potential hire. As one of only two named Plaintiffs in this  
9 case it would not be difficult for a future employer to become aware that I sued an employer for  
10 labor law violations. Ultimately I decided these risks were worth it and decided to fight for my  
11 rights and the rights of others regardless of the risks, time and effort I spent on this case.  
12

13           10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also  
14 kept up to date on important developments by reviewing court filings that were made available to  
15 me electronically as I described above.  
16

17           11. A mediation took place on September 23, 2022 with Lou Marlin, a well-respected  
18 and experienced mediator of wage and hour class actions. After the all-day mediation session  
19 the parties were able to reach an agreement to settle the action based on a mediator's proposal. I  
20 communicated with my attorneys regarding the terms of the settlement which was reached  
21 between the parties and understood that I was representing absent class members and therefore  
22 wanted the best possible result to be obtained for the class members and I believe a very positive  
23 result was in fact achieved via settlement. I reviewed and signed the Memorandum of  
24 Understanding on February 17, 2023 and when the final settlement papers were ready, I closely  
25 reviewed the Settlement Agreement which I signed on May 19, 2023.  
26

1       12. I have been actively involved with this lawsuit performing the duties described above.  
2 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court  
3 filings, and spent a significant amount of time on the issues presented during the lawsuit and in  
4 the settlement process. I estimate that I spent approximately 40-50 hours working on this case  
5 up until this point. I believe I have been diligent and have done what is expected of a named  
6 plaintiff and a proposed class representative to date, and will continue to do so. I have and  
7 always will maintain the best interest of the class members.  
8

9       13. My attorneys explained to me that the settlement process involves a two-step  
10 review by the Court to determine whether the settlement is fair before approving the settlement.  
11 I know this process also involves notifying all class members of the settlement terms and of their  
12 rights to make a claim for their settlement share, to opt out of the settlement or to object to the  
13 settlement.  
14

15       14. I believe I did the right thing by filing this case on behalf of the class members who,  
16 subject to court approval, are in line to receive monetary payments as a result of this case and  
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their  
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members  
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that  
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair  
21 compensation for the work I performed and the risks I undertook.  
22

23       15. As part of the settlement it was necessary for me to sign a general release of  
24 claims I may have against Interstate. I believe the Class Representative Service Payment I have  
25 requested provides me with some compensation for this agreed release.  
26

27       16. In light of all the time and effort I have spent on this case, the risk I undertook by  
28

1 suing an employer, the exposure to being responsible for paying Interstate's costs in the event we  
2 did not win the case, the reputational risk that future employers may hold this lawsuit against me,  
3 the general release, and in light of the size of the settlement, I believe the request for \$10,000 as  
4 a Class Representative service payment is fair and reasonable.

5 I declare under penalty of perjury under the laws of the State of California that the  
6 foregoing is true and correct.

7  
8 Executed on Jul 10, 2023, at Chula Vista, CA.  
(city, state)

9  
10   
Guillermo Nunez (Jul 10, 2023 12:45 PDT)  
11 Guillermo Nunez

**EXHIBIT #7**

Armond M. Jackson, SBN 281547  
ajackson@jacksonapc.com  
Andrea M. Fernandez-Jackson, SBN 295924  
afernandez@jacksonapc.com  
Anthony S. Filer, Jr., SBN 337704  
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Phone (949) 281-6857  
Fax (949) 777-6218

ATTORNEYS FOR PLAINTIFF  
ERIBERTO AQUINO

*Additional Counsel on Next Page*

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

GUILLERMO NUNEZ and ERIBERTO  
AQUINO, on behalf of the State of California, as  
private attorneys general, and as individuals on  
behalf of themselves and on behalf of others  
similarly situated,

Plaintiffs,

vs.

INTERSTATE MANAGEMENT COMPANY,  
L.L.C., a Limited Liability Company;  
INTERSTATE HOTELS AND RESORTS,  
INC.; and DOES 1 through 50, inclusive

Defendants.

Case No. 37-2021-00023535-CU-OE-CTL

**DECLARATION OF PLAINTIFF  
ERIBERTO AQUINO IN SUPPORT OF  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

1 **DECLARATION OF ERIBERTO AQUINO**

2 I, Eriberto Aquino, declare as follows:

3 1. I am over the age of eighteen and have personal knowledge of everything stated  
4 below and could competently testify to these facts if sworn.

5 2. I submit this Declaration in support of the motion for preliminary approval of class  
6 action settlement and class representative enhancement fee.

7 3. I worked for Defendants, (referred to herein as “Defendant”). As I worked for  
8 Defendants as a non exempt employee during the class period, I worked very hard, especially when  
9 I worked above five and six hours and not able to take all of my entitled meal breaks and rest breaks.  
10 After my employment ended with Defendants, I determined that I would attempt to effectuate a  
11 change in Defendants’ practices and policies through a representative action under the Private  
12 Attorney General Act and class action.

13 4. After consulting with a law firm, I decided to file a Private Attorney General Action  
14 claim and class action against Defendant. I would consider myself a low wage hourly worker but  
15 despite this I still decided to take the risk of filing this class action and losing this case that could  
16 have exposed myself to certain attorneys’ fees and costs incurred by Defendant. However, my  
17 passion to vindicate the rights of my coworkers outweighed the risk exposure to myself as I believed  
18 that my co-workers deserved to be treated fairly in the eyes of the law.

19 5. Throughout this case, I was required to appear at my attorneys’ office, answering  
20 questions during several interviews by my attorney and his staff either in person or via telephone  
21 related to the case, and locating and submitting documents to my attorney in support of the claims.

22 6. I remained involved and provided information and details about Defendant’s  
23 practices and policies in support of the class claims so that the claims could be maximized for the  
24 class members. Through the litigation I made myself available to complete the settlement agreement  
25 and finalize the terms of the settlement agreement and execute the settlement agreement.

26 7. In this litigation, I was committed throughout the entire process to ensure that the  
27 class members were treated fairly and committed approximately 55 hours to this case.

28 8. I am not aware of any claim I am making in this case that only applies to me and not

1 my fellow Class Members. Nor do I believe I have any interest in the outcome of this case that is in  
2 conflict or potential conflict with the interests of the rest of the Class Members or claims  
3 administrator ILYM Group, Inc.. As part of fulfilling my duties as a class representative for this  
4 lawsuit, I made and performed the following duties. (1) I represented the interest of all class  
5 members; (2) I always considered the interest of the Class just as I would consider my own interests  
6 and put the interests of the Class before my own interests; (3) I served as one of the fiduciaries of  
7 the Class; (4) I actively participated in the lawsuit by searching for documents, keeping in contact  
8 with my attorneys, and answering their questions as needed; and (5) I followed the progress of the  
9 lawsuit and provided all relevant information to my attorneys.

10 9. To achieve this settlement, I believe I have done everything my attorneys have asked  
11 of me, and have given my best efforts to represent the Class Members. Throughout the course of  
12 this litigation, I participated in every step of the litigation from the case initiation, the filing of the  
13 amended complaints, the mediation, the settlement agreement review and execution as well as the  
14 approval process.

15  
16 I declare under the penalty of perjury under the laws of the State of California that the  
17 foregoing is true and correct. Executed on this 14th day of June, 2023.

18  
19 *Eriberto Aquino*

20 Eriberto Aquino, Declarant  
21  
22  
23  
24  
25  
26  
27  
28