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DE BLOUW LLP**

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Attorneys for Plaintiff

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

ELIJAH KOUYOUMDJIAN, on behalf of the
State of California, as a private attorney general,

Plaintiff,

v.

RAISING CANE'S USA, L.L.C., a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **21PSCV00329**

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

Hearing Date: July 18, 2022

Hearing Time: 10:00 a.m.

Reservation No. 378860994028

Judge: Hon. Thomas C. Falls

Dept.: R

Date Action Filed: April 27, 2021

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement and
9 Release ("Settlement Agreement") with Defendant Raising Cane's USA, L.L.C.
10 ("Defendant") is attached as Exhibit #1. A proposed order approving the PAGA settlement
11 is submitted herewith.

12 3. Plaintiff and Defendant agreed to mediate with Tripper Ortman. Prior to the
13 mediation, in order to evaluate the potential value of the claims, the Parties engaged in
14 significant efforts to obtain the facts regarding the claims asserted, including the exchange of
15 detailed statistical data regarding shifts worked by Plaintiff and the PAGA Members, the
16 production of hundreds of pages of documents, and the exchange of detailed briefing and
17 analysis in connection with the mediation. Defendant is U.S. based, quick-service restaurant.
18 Plaintiff's theory of PAGA liability is that Defendant did not pay workers for all hours
19 worked because, for example, Defendant failed to pay its employees for the time spent
20 undergoing Covid temperature screenings which were done off the clock. Plaintiff asserts
21 that employees are subject to Defendant's control when they undergo temperature checks
22 and should have been compensated for this time. Plaintiff asserts that Defendant also failed
23 to provide accurate wage statements because, for example, the wage statements failed to
24 state total hours worked. Plaintiff also asserts that Defendant failed to provide employees
25 with compliant meal and rest breaks due to chronic understaffing and interruptions from co-
26 workers and supervisors during breaks requiring them to come back to work. Moreover,
27 Plaintiff asserts that when meal and rest break premiums were paid, they were paid at the
28 base rate instead of the regular rate. Also, Plaintiff asserts that he and PAGA Members

1 regularly used their own personal cell phones in order to respond to Defendant for
2 scheduling purposes, but were not reimbursed for the costs related to the use of their personal
3 phone for work-related issues. On January 21, 2022, the Parties engaged in an all-day
4 mediation session before Mediator Ortman, a respected and experienced mediator
5 knowledgeable of both the wage and hour laws and the representative claims at issue in this
6 action. Through arms-length negotiations with the assistance of the mediator, the Parties
7 reached an agreement to settle the PAGA claims in this action which led to the signing of a
8 Memorandum of Understanding memorializing the settlement.¹ The settlement was
9 negotiated in light of all known facts and circumstances and the uncertainty associated with
10 litigation – including the risk of Plaintiff not being able to maintain representative claims, the
11 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
12 potential defenses, and the significant delay and potential appellate issues inherent to
13 litigation – and was reached after extensive arm’s length negotiations, with the assistance of
14 Mediator Ortman.

15 4. The claim before this court is the representative claim under PAGA on behalf
16 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
17 to settle this PAGA claim in its entirety after investigation and arm’s length mediation. The
18 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2).
19 (Settlement Agreement at § III(4)(a).) The Settlement Agreement negotiated by the Parties

20 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
21 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement.
22 (Settlement Agreement at § III(5)(b).) The individual claims were not at issue in this action and exist
23 independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal.,*
24 *Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an aggrieved
25 employee of standing, as the state’s authorized representative, to pursue PAGA remedies” nor
26 resolve the PAGA claims.). The consideration to be paid for settling these individual claims is based
27 upon the value of the claims being released by Plaintiff and this consideration is unrelated to and
28 separate from the settlement of Plaintiff’s PAGA claim. PAGA Counsel is not receiving any
additional attorneys’ fees or costs reimbursement as a result of the individual settlement payment to
Plaintiff. If the Court requires the Parties to submit the terms of the Individual Settlement
Agreement to obtain approval of the PAGA settlement, the Parties agree that the terms of the
Individual Settlement Agreement will only be submitted under seal or disclosed to the Court in some
other way to ensure that the Individual Settlement Amount is not disclosed publicly. (Settlement
Agreement at § III(5)(b).)

1 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$1,780,000 to
2 resolve the PAGA Released Claims. From this Gross PAGA Settlement Amount of
3 \$1,780,000, there is a deduction of attorneys’ fees in the amount of \$593,333.33 (which is
4 one-third of the Gross PAGA Settlement Amount), reimbursement of incurred costs in an
5 amount not to exceed \$20,000, and Settlement Administration Costs not to exceed \$55,000.
6 (Settlement Agreement at § III(4)(b)-(c).)² After these deductions, the amount remaining is
7 the “PAGA Payment”, which is estimated to be \$1,111,666.67. Of the PAGA Payment
8 amount, seventy-five percent (75%) will be paid to the LWDA and the remaining twenty-
9 five percent (25%) will be paid to the PAGA Members. (Settlement Agreement at
10 III(4)(a)(1).) “PAGA Members” means all individuals who were employed by Defendant in
11 California and classified as non-exempt employees during the period February 19, 2020 to
12 April 21, 2022. (Settlement Agreement at § I (2).) The Individual PAGA Payment for each
13 PAGA Member shall be based on the number of pay periods each PAGA Member worked
14 during the PAGA Period as a percentage of the total pay periods worked by the PAGA
15 Members during the PAGA Period. (*Id.*) The PAGA Period is the time period from February
16 19, 2020, through and including April 21, 2022. (Settlement Agreement at § I (13).)
17 Defendant has represented to PAGA Counsel the number of pay periods and PAGA
18 Members. Defendant represents that there are approximately 15,530 PAGA Members who
19 collectively worked 204,296 weekly pay periods between February 19, 2020 and December
20 31, 2021. (Settlement Agreement at § III(3).) Upon entry of final judgment, the Released
21 Parties³ shall be entitled to a release from the State of California and the PAGA Members

22 ² In the event approval is required and a payment of less than One-Third of the Gross PAGA
23 Settlement Amount in Attorneys’ Fees or less than \$20,000 in Attorneys’ Expenses to PAGA
24 Counsel, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel
25 or the Defendant. (Settlement Agreement at III (4)(b).) In the event the Court approves less than
26 \$55,000 to administer the settlement or if the actual cost to administer the settlement is less than
27 \$55,000, the difference will be added to the PAGA Payment. (*Id.* at III (4)(c).)

28 ³ “Released Parties” means Defendant Raising Cane’s USA, L.L.C. and Raising Cane’s Restaurants,
L.L.C., which include any of their affiliates, divisions, subsidiaries, parents, owners, predecessors,
any merged entity or merged entities and/or any of their present and former agents, officers,
directors, employees, stockholders, members, partners, successors in interest, insurers, trustees,
administrators, executors, representatives, principals, and assigns. (Settlement Agreement at § I
(16).)

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

15 5. Attorneys’ fees equal to one-third of the Gross PAGA Settlement Amount
16 (\$593,333.33) and litigation expenses in an amount not to exceed \$20,000 will also be paid
17 to PAGA Counsel as part of the settlement in accordance with California Labor Code §
18 2699(g)(1) as set forth in the Settlement Agreement.⁴ Lastly, payment to the Settlement
19 Administrator in an amount not to exceed \$55,000 to perform the administrative duties to
20 distribute the settlement money shall also be paid.

21 6. As experienced counsel, we believe that the PAGA Settlement is fair and
22 reasonable and therefore should be approved in light of Defendant's potential defenses to the
23 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
24 Settlement Amount of \$1,780,000 is significantly more than many PAGA settlement
25 amounts and constitutes more than \$8 per weekly pay period. This PAGA Settlement
26 amount compares favorably to the estimated amount of PAGA penalties. With the assistance

27 ⁴ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
28 in the current amount of \$17,095.73, which is less than the cost allocation in the Settlement
Agreement. See Declaration of Nordrehaug at ¶ 9.

1 of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties
2 was potentially \$20,429,600 based on 204,296 pay periods.⁵ Importantly, however, these
3 calculations were performed at the maximum statutory rate for the penalties, when in fact, it
4 is likely that any penalties awarded would be at a lower rate. California Labor Code Section
5 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based
6 on the facts and circumstances to do otherwise would result in an award that is "unjust,
7 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App.
8 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for
9 a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded
10 could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
11 PAGA claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the
12 potential recovery of civil penalties would be only \$1,021,480, which is less than this
13 settlement provides.

14 7. Here, Plaintiff would need to prove that each PAGA Member suffered a
15 violation for each period the employee worked in relation to meal or rest period violations,
16 failure to pay minimum or overtime wages, failure to provide accurate itemized wage
17 statements, failure to reimburse for business expenses and failure to provide wages when
18 due. Defendant maintains that Plaintiff and the PAGA Members were properly compensated
19 in compliance with the law, that Defendant did not violate the Labor Code and that its
20 conduct was not willful with respect to any alleged failure to pay any wages or penalties.
21 Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in the
22 complaint which are resolved by the Settlement Agreement. Defendant asserted both
23 procedural and substantive defenses to the PAGA claim, not only as to liability but also as to
24 the amount of the penalties. Defendant could argue that no penalties prior to the PAGA

25 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of \$20,429,600 is the civil penalty amount without stacking. If stacking is permitted,
27 then the valuation increases with each additional penalty added to each pay period, and here, if
28 penalties are stacked for each of the eight (8) alleged violations, the total penalties would be as high
as \$102 million. Plaintiff, however, is not aware of any PAGA award which permitted stacking and
in the cases cited herein, only one penalty per pay period was assessed.

1 notification should be awarded because the violations were not intentional, and at least one
2 court has so ruled. These defenses present a risk to the PAGA claim and the potential that
3 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential
4 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
5 attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has similarly
6 concluded that it is desirable that this action is settled in the manner and upon the terms and
7 conditions set forth in the Settlement Agreement in order to avoid further expense,
8 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
9 litigation. Defendant has determined that it is desirable and beneficial to put to rest the
10 claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
11 adequate. PAGA Counsel have significant experience litigating wage and hour claims
12 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater
13 than similar settlements that courts have approved. The PAGA Settlement, along with the
14 other terms of the proposed settlement, were negotiated by experienced counsel at arm's
15 length with the assistance of a private mediator, Tripper Ortman. As set forth in the
16 accompanying proof of service, the LWDA has been provided notice of this motion and the
17 PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not
18 oppose the motion should be given considerable weight. This is not a situation where the
19 Court needs to be concerned about the rights of absent employees as in a class settlement, as
20 this PAGA-only settlement does not release the individual claims of absent employees, and
21 the LWDA is a sophisticated government entity that is more than able to look out for its own
22 rights.

23 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in
24 the amount of \$593,333 representing one-third of the \$1,780,000 Gross PAGA Settlement
25 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
26 Settlement Agreement is supported by several factors. First, the requested fees are justified
27 by the result achieved. PAGA Counsel negotiated a recovery of \$1,780,000, and this result
28 justifies the requested fees equal to one third of this recovery. This percentage is within the

1 standard contingent recovery percentage of one-third, and this percentage is what was
2 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
3 504, (2016). Second, the fee award is justified by the work performed and contributions to
4 the case. As detailed in the accompanying Declaration of Kyle Nordrehaug at ¶9, the fee
5 award represents PAGA Counsel's current lodestar of \$236,104.75 with a reasonable
6 multiplier, with significant additional work to be performed to complete the approval and
7 settlement process, such that multiplier will ultimately be less than 2.2. Third, the
8 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
9 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment,
10 the quality of work, and the novelty and difficulty of the issues involved. As detailed in the
11 accompanying billing statement, a true and correct copy of which is attached hereto as
12 Exhibit #2, the current lodestar for my firm in this matter as of June 21, 2022 is \$236,104.75
13 for more than 367 hours of work prosecuting the claims being resolved by this Settlement.⁶
14 This time does not include time incurred after the billing was finalized and the time spent
15 managing the completion of the settlement, which I estimate will add at least \$40,000 in
16 additional lodestar.

17 9. The award of litigation expenses is based upon the actual expenses incurred by
18 Plaintiff and PAGA Counsel, which currently are \$17,095.73. Under the Settlement
19 Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of
20 \$17,095.73, which is less than the \$20,000 allocation for costs in the Settlement Agreement,
21 so the difference of \$2,904.27 will be added to the PAGA Payment amount. The litigation
22 expenses incurred by my firm in the amount of \$17,095.73 were all reasonably necessary to
23 the litigation, and are detailed in Exhibit #2 attached hereto.

24 Experience and Qualifications

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

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

23 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
24 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug
25 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
26 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
27 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
28 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare

1 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
2 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
3 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
4 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
5 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
6 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
7 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
8 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
9 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
10 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
11 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
12 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
13 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
14 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
15 Los Angeles, Case No. 20STCV47464). Based upon our significant experience litigating
16 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
17 settlement and the PAGA Payment here is greater on a per pay period basis than similar
18 settlements that my firm has previously negotiated and which courts have approved.

19 (c) Then Chief Judge Irma Gonzales in a consolidated class action
20 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
21 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
22 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
23 Examples of other contested actions where class certification was granted Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
25 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
26 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
27 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
28 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.

1 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
2 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
3 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
4 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
5 examples of heavily contested State Court wage and hour class actions where class
6 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
7 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
8 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
9 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
10 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
11 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v.*
12 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
13 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
14 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
15 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
16 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
17 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
18 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
19 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

20 (d) Over the course of the litigation, a number of attorneys in my firm have
21 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
23 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.
24 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
25 Blouw LLP have had extensive representative and class litigation experience, much of it in
26 the area of consumer class actions, employment class actions, securities litigation, unfair
27 business practices and other complex litigation. The attorneys at my firm have extensive
28 experience in cases involving labor code violations and overtime claims. Class Counsel has

1 litigated similar wage and hour cases against other employers on behalf of employees,
2 including cases against See's Candies, Securitas, Okta, El Pollo Loco, Automobile
3 Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda
4 Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
5 Exploration, Time Warner, and California State Automobile Association. It is this level of
6 experience which enabled the firm to undertake the instant matter and to successfully combat
7 the resources of the defendants and their capable and experienced counsel. On account of
8 the concerted and dedicated effort this case required in order to properly handle and
9 prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn
10 away other potential fee generating cases.

11 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
12 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
13 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
14 prevailing rates of attorneys in the local legal community for similar work and, if this were a
15 commercial matter, these are the charges that would be made and presented to the client.
16 These hourly rates have been approved by Court's throughout California, including the
17 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
18 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
19 line with those prevailing in the [relevant] community'—the Central District of California".
20 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
22 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
23 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
24 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
25 average associate billing rate" are reasonable rates when compared within 21 other firms
26 practicing in the Southern District of California.) This survey is useful to show that Class
27 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
28 these types of class claims, such as Mayer Brown noted above who is defense counsel in

1 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
2 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
3 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
4 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
5 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
6 the rates charged by my firm for comparable work are less than these examples, and are
7 therefore undoubtedly reasonable.

8 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
9 #4. In addition, the LWDA is being served with this motion which includes the Settlement
10 Agreement, as verified by the accompanying proof of service.

11 15. Settlement Administration – ILYM was selected as the Administrator based
12 upon the lowest estimate. A true and correct copy of the estimate from ILYM is attached
13 hereto as Exhibit #5, and the estimate provides for Settlement Administration Costs in the
14 capped amount of \$49,600. I have used ILYM Group successfully as the administrator in
15 more than twenty settlements in the last several years and know them to be competent and
16 experienced.

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct. Executed this 20th day of June, 2022, at San Diego, California.

19 /s/ Kyle Nordrehaug
20 Kyle Nordrehaug
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EXHIBIT #1

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")

SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release ("Settlement Agreement") is made and entered into between Plaintiff Elijah Kouyoumdjian ("Plaintiff") acting in his private attorney general capacity, and Defendant Raising Cane's USA, L.L.C. (hereinafter referred to as "Defendant").

I. DEFINITIONS

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

1. "Action" means the PAGA representative action entitled *Elijah Kouyoumdjian v. Raising Cane's USA, L.L.C.*, Case No. 21PSCV00329, pending in the Superior Court of the State of California, County of Los Angeles.

2. "PAGA Members" means all individuals who were employed by Defendant in California and classified as non-exempt employees during the period February 19, 2020 to April 21, 2022.

3. "PAGA Member List" means the spreadsheet containing the list of PAGA Members with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as a PAGA Member during the PAGA Period.

4. "Court" means the Superior Court of California, County of Los Angeles.

5. "Effective Date" means the date on which the PAGA Settlement is approved through entry of an Order Granting Settlement Approval and Judgment and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the parties and no timely appeal or request for review has been made.

6. "Individual PAGA Payment" means the amount to be paid to each of the PAGA Members out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on a pro rata share of the number of pay periods worked during the PAGA Period by each PAGA Member divided by the total number of pay periods worked by all PAGA Members during the PAGA Period. The Individual PAGA Payment shall be treated entirely (100%) as PAGA civil penalties (non-wages), for which the PAGA Members will be issued an IRS Form 1099 by the settlement administrator, to the extent required by law. The PAGA Members will be responsible for payment of any and all taxes that are due as a result of their Individual PAGA Payments.

7. "LWDA" means the California Labor Workforce Development Agency.

8. “Gross PAGA Settlement Amount” means the total sum of \$1,780,000 for payment of the Settlement Administration Costs, Attorneys’ Fees, Attorneys’ Expenses, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant, and under no circumstances shall Defendant be obligated to pay more than the Gross PAGA Settlement Amount, except as specified in Section III.3. of this Settlement Agreement.

9. “Motion for Settlement Approval and Judgment” means the motion and supporting papers, including this Settlement Agreement and a proposed order granting settlement approval and judgment consistent with the terms of this Settlement Agreement, prepared by PAGA Counsel and reviewed and approved by Defendant. Concurrently with this motion, PAGA Counsel may also seek court approval of an award of Attorneys’ Fees and Attorneys’ Expenses. If the amount of Attorneys’ Fees and Attorneys’ Expenses PAGA Counsel requests are consistent with the terms of this Settlement Agreement, then Defendant will take no position.

10. “Order Granting Settlement Approval and Judgment” means the Order entered by the Court in the Action following the filing of the Motion for Settlement Approval and Judgment and the hearing to approve said motion, *inter alia*: (1) approving the terms and conditions of this Settlement Agreement, including the payments and the release of claims as set forth herein; (2) approving the amount of Attorneys’ Fees and Attorneys’ Expenses to be awarded to PAGA Counsel and the Settlement Administration Costs; and (3) entering judgment in the Action pursuant to and consistent with the terms and conditions of this Settlement Agreement.

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

12. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after deducting the payment of the Attorneys’ Fees, Attorneys’ Expenses, and Settlement Administration Costs, which represents the amount payable under this Settlement Agreement for PAGA civil penalties, which shall be allocated under Labor Code section 2699 as follows: 75% of the PAGA Payment going to the LWDA and 25% of the PAGA Payment to the PAGA Members (the Individual PAGA Payments).

13. “PAGA Period” means the time period from February 19, 2020 through and including April 21, 2022.

14. “Parties” means Plaintiff Elijah Kouyoumdjian and Defendant Raising Cane’s USA, L.L.C.

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

16. “Released Party” or “Released Parties” means Defendant Raising Cane’s USA, L.L.C. and Raising Cane’s Restaurants, L.L.C., which include any of their affiliates, divisions, subsidiaries, parents, owners, predecessors, any merged entity or merged entities and/or any of their present and former agents, officers, directors, employees, stockholders, members, partners,

successors in interest, insurers, trustees, administrators, executors, representatives, principals, and assigns.

17. “Settlement Administrator” means ILYM Group.

II. RECITALS

1. PAGA Counsel mailed the necessary correspondence to the LWDA on February 19, 2021 on behalf of Plaintiff and requesting authorization from the LWDA to seek civil penalties under PAGA for alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802 and the applicable IWC Wage Order(s) (“LWDA Notice”). The 65-day notice period for the LWDA to notify Plaintiff of its intent to investigate the Labor Code violations alleged in Plaintiff’s notice letter expired on April 25, 2021.

2. On April 27, 2021, Plaintiff Kouyoumdjian filed a PAGA Representative Action Complaint against Defendant in Los Angeles County Superior Court (Case No. 21PSCV00329) alleging a single cause of action for recovery of civil penalties pursuant to Labor Code §§ 2698, *et seq.* for violation of the Labor Code sections and applicable IWC Wage Order(s) set forth in Plaintiff’s February 19, 2021, LWDA Notice.

3. On January 21, 2022, the Parties engaged in a mediation session before mediator Tripper Ortman. Through arm’s-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

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

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Nothing in this Settlement Agreement shall be construed to be an admission as to the appropriateness of representative action treatment or manageability other than a stipulation to representative action treatment for settlement purposes only consistent with this Settlement Agreement. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in the implementation thereof, nor any statements, discussions or communications, nor any materials prepared,

exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used, offered, or received in evidence in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

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

2. Timing. Within fifteen (15) days after the Effective Date of this settlement, Defendant shall wire to the Settlement Administrator \$1,780,000 as the Gross PAGA Settlement Amount, and provide the PAGA Member List to the Settlement Administrator. Within fifteen (15) days after receiving the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will calculate the Individual PAGA Payments for each PAGA Member and will provide to Defendant a report listing the amount of all payments to be made under the Settlement Agreement, including each Individual PAGA Payment to each PAGA Member. Within thirty (30) days after receiving the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specified in this paragraph, the Settlement Administrator will distribute and pay all amounts called for under this Settlement Agreement, including the portion of the PAGA Payment to the LWDA, the portion of the PAGA Payment representing the Individual PAGA Payments to the PAGA Members, Attorneys' Fees, Attorneys' Expenses, and the Settlement Administration Costs.

3. PAGA Demographics. Defendant has represented that there are approximately 15,530 PAGA Members who collectively worked 204,296 weekly pay periods between February 19, 2020 and December 31, 2021. Defendant will provide PAGA Counsel a declaration verifying the number of PAGA Members and pay periods worked by the PAGA Members during the period between February 19, 2020 and December 31, 2021 prior to the filing of the Motion for Settlement Approval and Judgment. If the pay period data reported to the Settlement Administrator for the relevant period ending December 31, 2021 reflects an increase of more than 5%, Defendant shall have the option to increase the Gross PAGA Settlement Amount in proportion to the increase in workweeks above that is in excess of 5% (i.e. if there is a 12% increase in workweeks, Defendant would need to increase the Gross PAGA Settlement Amount

by 7%). Alternatively, Defendant can withdraw from the Settlement, unless Plaintiff agrees to waive the increase to the Gross PAGA Settlement Amount to avoid a withdrawal.

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

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

- (1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the PAGA Members as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each PAGA Member worked during the PAGA Period as a percentage of the total pay periods worked by all PAGA Members during the PAGA Period. No PAGA Member can object or opt out of this settlement.
- (2) One hundred percent (100%) of the Individual PAGA Payments set forth in section III.4.a.(1) will be treated as civil penalties and reported on IRS Form 1099s to the extent required by law. The Parties expressly acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as civil penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$593,333.33, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$20,000 shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$20,000 in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or Defendant, and will not affect approval of the settlement. PAGA Counsel agrees not to appeal any reduction in the award of Attorneys' Fees and/or Attorneys Expenses. Payment of the Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to PAGA

Counsel and to Plaintiff. Plaintiff and PAGA Counsel agree not to seek to revoke, rescind, or back out of this settlement if the Court reduces or rejects PAGA Counsel's requested Attorneys' Fees and/or Attorneys' Expenses allocation. Except as set forth herein, each party shall bear their own costs and fees of the Action.

c. Settlement Administration Costs: A third-party Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$55,000. In the event that Court approval of these payments is required and a payment of less than \$55,000 is approved, or if the actual cost to administer the settlement is less than \$55,000, the difference will be added to the PAGA Payment.

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

5. Released PAGA Claims.

a. Upon entry of Judgment, the Effective Date and full funding, Defendant and the Released Parties shall be entitled to a release from the State of California and the PAGA Members for all Released PAGA Claims. "Released PAGA Claims" means all PAGA claims that accrued during the PAGA Period for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code claims that are asserted in the LWDA Notice and operative complaint which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for claims of any alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2698, *et seq.*, and 2802, and applicable Industrial Welfare Commission Wage Orders, as well as a release from all PAGA claims that could have been asserted in the LWDA Notice and operative complaint based on the facts, claims and/or allegations pled therein. These claims Plaintiff releases in his representative capacity as a proxy for the LWDA, the State of California, and as a private attorney general "aggrieved employee" acting on behalf of himself and the PAGA Members for civil penalties under the PAGA. The release as to the State of California and the PAGA Members only covers claims that arise under the Labor Code Private Attorneys General Act that accrued during the PAGA Period, and does not cover any PAGA Member's individual underlying Labor Code claims. The release does not include non-PAGA class claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. **In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any non-PAGA individual claims of any PAGA Members.**

b. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately pay Plaintiff an individual settlement payment of \$20,000 pursuant to a separate confidential individual settlement agreement in exchange for a general release of all individual claims arising out of Plaintiff's employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542. PAGA Counsel will file a declaration with the Court disclosing the consideration given for settling these individual claims and confirming that the consideration is unrelated to and separate from the settlement of Plaintiff's PAGA claim. PAGA Counsel is not receiving any additional attorneys' fees or costs reimbursement as a result of the individual settlement payment to Plaintiff. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's individual settlement agreement to obtain approval of the PAGA settlement, the Parties agree that the terms of Plaintiff's individual settlement agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the individual settlement amount is not disclosed publicly.

6. Covenants and Representations by Plaintiff and PAGA Counsel.

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

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

c. Plaintiff further agrees to seek a Judgment in the Action on the Released PAGA Claims.

7. Confidentiality/No Publicity. Plaintiff and PAGA Counsel agree not to disclose the terms of this settlement except in court papers or if required by legal process, except that PAGA Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court and may post publicly filed documents on PAGA Counsel's website. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement other than in documents submitted to the Court or as set forth in this paragraph. Plaintiff and PAGA Counsel agree not to respond to any press inquiries except to refer reporters to the pleadings and settlement papers filed with the Court.

8. Court Approval of the PAGA Payment. Subject to Defendant's review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Settlement Approval and Judgment ("Motion"). PAGA Counsel will provide Defendant's counsel with an opportunity for review and comment on the Motion at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the

Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

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

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this Settlement Agreement, Plaintiff shall file the Motion for Settlement Approval and Judgment and will submit the Motion and this Settlement Agreement to the LWDA consistent with Labor Code § 2699(1)(2).

2. Settlement Administrator will administer the settlement and shall be paid for Settlement Administration Costs, which are estimated to be up to \$55,000. Defendant will provide the PAGA Member List to the Settlement Administrator within fifteen (15) days of the Effective Date of this settlement. At all times after receiving the PAGA Member List from Defendant, the Settlement Administrator shall not disclose the PAGA Member List or the data contained therein to Plaintiff, PAGA Counsel, the LWDA, any PAGA Member, or any other third-party without the prior written consent of Defendant.

3. Within thirty (30) days after receipt of the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specific above, the Settlement Administrator will issue to each PAGA Member a check for their Individual PAGA Payment at their last known home address along with an explanatory letter notifying the PAGA Members of the Parties' settlement. (Exhibit A) Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, and credit reporting of the PAGA Member involved and will then perform a re-mailing. If a PAGA Member's check is not cashed within 120 days after its first mailing to the PAGA Members the Settlement Administrator shall send the affected PAGA

Members notice informing them that, unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller Fund in the name(s) of the absent PAGA Members, subject to Court approval and the PAGA Members shall remain bound by the Settlement Agreement and will be deemed to have released the Released Parties from the PAGA Released Claims.

4. Within thirty (30) days after receipt of the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specified above, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Settlement Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

5. The Settlement Administrator will provide an accounting under oath to the Parties, and to the Court if so requested, of the amounts paid out.

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

V. MISCELLANEOUS PROVISIONS

1. **Drafting and Mutual Preparation.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

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

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

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

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

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

7. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. However, this Settlement Agreement shall not supersede any arbitration agreement entered into by Defendant's employees, past or present, nor constitute a waiver of Defendant's right to enforce those arbitration agreements in any other action or legal proceeding. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the settlement of the Action as provided herein or any material terms thereof (excluding any downward adjustment of PAGA Counsel's requests for Attorneys' Fees and Attorneys' Expenses); or (ii) the settlement of the Action does not become final for any other reason, then this Settlement Agreement (with the exception of the provisions regarding non-admission of liability, non-admission of appropriateness of representative action, and confidentiality/no publicity), and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

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

and void.

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

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

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

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

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

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

16. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement

Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

17. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, receive settlement approval from the Court, and dismiss the Action with prejudice.

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

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

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

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

22. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Tripper Ortman, for resolution.

[Signature Page Follows]

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

PLAINTIFF:

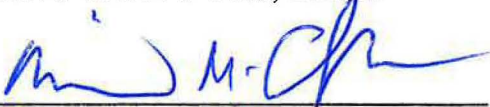
Dated: Apr 22, 2022


Elijah Kouyoumdjian (Apr 22, 2022 11:39 PDT)
ELIJAH KOUYOUNMDJIAN

DEFENDANT:

Dated: May 4, 2022

RAISING CANE'S USA, L.L.C.

By: 
Its: President & CFO

APPROVED AS TO FORM:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: April 22, 2022

By: 
KYLE NORDREHAUG
Counsel for Plaintiff
Elijah Kouyoumdjian

MORGAN, LEWIS & BOCKIUS LLP

Dated: May 4, 2022

By: 
Carrie A. Gonell
Counsel for Defendant
Raising Cane's USA, L.L.C.

EXHIBIT A

<<FIRST_NAME>><<LAST_NAME>>

<<ADDRESS1>>

<<ADDRESS2>>

Re: Settlement Payment from *Kouyoumdjian v. Raising Cane's USA, L.L.C.* Lawsuit

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Kouyoumdjian v. Raising Cane's USA, L.L.C.*, Los Angeles County Superior Court Case No. 21PSCV00329 (the "lawsuit" or "Action").

The lawsuit asserted claims against Raising Cane's USA, L.L.C. ("Raising Cane's") pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (called "PAGA"). The lawsuit was brought on behalf of the State of California and all allegedly "aggrieved employees" of Raising Cane's who worked as hourly, non-exempt employees in California between February 19, 2020 and April 21, 2022.

The plaintiff in the lawsuit claimed that Raising Cane's owed penalties under PAGA for certain California Labor Code violations involving allegedly unpaid wages for all time worked, unpaid sick leave and reporting time wages, meal and rest break violations, miscalculated pay rates, unpaid expense reimbursements, and derivative claims involving wage statement and final pay violations. Raising Cane's denies the plaintiff's allegations, denies that it has violated the Labor Code in any way, and denies that it is liable for any penalties. However, the parties agreed to resolve the lawsuit through a settlement, and as part of that settlement, Raising Cane's agreed to pay a certain amount of money categorized as PAGA penalties. Under PAGA, penalties are divided between the State of California and aggrieved employees.

You have been identified as one of the employees on whose behalf the lawsuit was brought because Raising Cane's employed you in California as an hourly-paid, non-exempt employee during the period from February 19, 2020 through and including April 21, 2022.

Enclosed is a check made payable to you. The check represents your share of the settlement for PAGA civil penalties (\$). You are bound by the release of claims approved by the Court regardless of whether you cash or deposit the enclosed check. That release provides that you and other aggrieved employees release:

all PAGA claims that accrued during the period from February 19, 2020 through and including April 21, 2022 (the "PAGA Period") for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code claims that are asserted in the LWDA Notice and operative complaint which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for claims of any alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1198, 2698, *et seq.*, and 2802, and applicable Industrial Welfare Commission Wage Orders, as well as a release from all PAGA claims that could have been asserted in the LWDA Notice and operative complaint based on the facts, claims and/or allegations pled therein.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter), or visit the Court's website at the address below, where you can type in the case number "21PSCV00329":

<https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>

Sincerely,

ILYM Group

EXHIBIT #2

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

JUNE 21, 2022

ELIJAH KOUYOUMDJIAN

RE: RAISING CANE'S USA LLC
FILE NUMBER: CA2308.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/10/21	ND	RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. REVIEW AND ANALYZE INITIAL INTAKE NOTES. RESEARCH STATE AND FEDERAL COURT DOCKETS FOR RELATED LITIGATION AGAINST DEFENDANT.	3.50	695	2,432.50
03/11/21	ND	CONFERENCE WITH CLIENT. REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE PAY STUBS FOR REGULAR RATE CLAIMS AND 226(A) VIOLATIONS.	4.50	695	3,127.50
03/15/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CONFERENCE WITH CLIENT REGARDING THE SAME. LEGAL RESEARCH REGARDING ENFORCEABILITY OF ARBITRATION AGREEMENT.	4.40	695	3,058.00
03/16/21	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE CLAIMS.	4.50	695	3,127.50
03/16/21 15	KN	REVIEW RESEARCH AND CLAIMS INFORMATION FROM ND; ANALYSIS OF ARBITRATION ISSUES; ADVISE STAFF	2.00	750	1,500.00
03/18/21	ND	REVIEW AND ANALYZE SUITABLE SEATING CLAIMS. LEGAL RESEARCH REGARDING THE SAME. DISUCSSION WITH CLIENT.	3.20	695	2,224.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/25/21	ND	REVIEW AND REVISE COMPLAINT. ADD 2802 ALLEGATIONS.	4.50	695	3,127.50
03/26/21	ND	REVIEW COMPLAINT. REVIEW AND ANALYZE CASE FILE. DRAFT PAGA NOTICE.	2.90	695	2,015.50
03/27/21	ND	ANALYZE PAGA NOTICE AND COMPLAINT. DRAFT INTERNAL CLIENT NOTES MEMO. ANALYZE POTENTIAL AGGRIEVED EMPLOYEE GROUP AND DEFENDANT'S LOCATIONS IN CALIFORNIA.	2.70	695	1,876.50
04/02/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	325	780.00
04/05/21	SB	REVISE COMPLAINT FOR FILING	2.40	325	780.00
04/08/21 15	KN	REVIEW DRAFT COMPLAINT; ADVISE RE; REVIEW DAMAGE ANALYSIS	1.50	750	1,125.00
04/26/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
04/26/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	475	1,425.00
04/26/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE DRAFT FOR NEXT DAY FILING	3.00	475	1,425.00
04/27/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	475	1,900.00
04/27/21	RE	PREPARE SUMMONS, CIVIL CASE COVER SHEET AND ADDENDUM/STATEMENT OF LOCATION RE CLASS ACTION CASE; FORWARD SIG PAGES TO NB	0.80	475	380.00
04/27/21	RE	FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.80	475	380.00
04/27/21	RE	REVIEW FILE; RESEARCH LOCATION OF INCIDENT RE STATEMENT OF LOCATION; PREPARE SUMMONS, CIVIL CASE COVER SHEET AND ADDENDUM/STATEMENT OF	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LOCATION RE PAGA ONLY ACTION			
04/27/21	RE	FINALIZE PAGA ONLY ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.80	475	380.00
04/27/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT, DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC	0.60	475	285.00
04/27/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
04/30/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE INITIAL CMC, DEPARTMENT AND JUDICIAL ASSIGNMENT	0.50	475	237.50
04/30/21 15	KN	REVIEW FILED DOCUMENTS AND ASSIGNMENT	0.50	750	375.00
05/03/21	RE	REVIEW OSC ORDER RE FAILURE TO FILE POS; MEMO TO FIRM	0.40	475	190.00
05/03/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT, SEND OUT FOR SERVICE RE KNOX RE CLASS ACTION	0.80	475	380.00
05/03/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.80	475	380.00
05/11/21	RE	FILE POS OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	475	237.50
05/11/21	RE	FILE POS OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	475	237.50
05/24/21	KH	DRAFT NOTICE OF ISSUANCE OF COURT ORDERS WITH INITIAL PROOF OF SERVICE; PREPARE FOR	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUBMISSION TO COURT AND SERVICE ON DEFENDANT.			
05/24/21	PM	REVIEW CASE FILE, DOCUMENTS, COMPLAINT, CASE NOTES, AND ANALYZE; TELEPHONIC CONFERENCE WITH DEFENSE COUNSEL RE ARBITRATION AGREEMENT AND MEDIATION.	3.50	550	1,925.00
05/28/21	KH	DRAFT INITIAL DISCOVERY IN CLASS CASE, INCLUDING BELAIRE-WEST NOTICE.	1.00	250	250.00
05/28/21	KH	DRAFT INITIAL DISCOVERY IN PAGA ACTION, INCLUDING BELAIRE-WEST NOTICE.	1.00	250	250.00
05/28/21	CJ	EVALUATE AND REVISE PLAINTIFF'S RFP, SROGS, AND BELAIRE NOTICE TO DEFENDANT, RESEARCH COMPLAINT AND CASE NOTES FOR CLAIMS, DETERMINE WHETHER DEFENDANT HAS APPEARED BY RESEARCHING DOCKET	1.50	475	712.50
05/28/21	AJB	REVIEW DISCOVERY DRAFTED. ANALYZE NEED FOR ADDITIONAL DISCOVERY. REVIEW/ANALYZE CASE NOTES/DOCUMENTS. STRATEGIZE HOW TO PROCEED.	2.00	725	1,450.00
06/01/21	CJ	CONTINUE EVALUATION OF RFP, SROG, BELAIRE, FINALIZED DISCOVERY FOR SERVICE, SERVED ALL DISCOVERY VIA US MAIL	1.00	475	475.00
06/01/21	CJ	RESEARCH STATUS OF DEFENDANT'S APPEARANCE TO ATTEMPT TO INITIATE MEET AND CONFER AND SET UP E-SERVICE	0.50	475	237.50
06/01/21	PM	REVIEW LEGAL AND FACTUAL ISSUES; REVIEW AND REVISE DISCOVERY REQUESTS; ADVISE CJ RE THE SAME.	1.00	550	550.00
06/01/21	JH	REVIEW DOCS IN FILE; ANALYZE COMPLAINT; ASSESS CASE NOTES	3.00	550	1,650.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND PRIMARY CLAIMS; RESEARCH ACCORDINGLY			
06/07/21	PM	REVIEW AND ANALYZE ARBITRATION AGREEMENT; ADVISE CJ RE CASE MANAGEMENT OF CLASS CASE AND PAGA CASE.	1.00	550	550.00
06/07/21	CJ	PREPARE FOR AND CONDUCT MEET AND CONFER CALL WITH DEFENSE COUNSEL	1.00	475	475.00
06/07/21 15	KN	REVIEW ARBITRAITON ISSUES; ADVISE STAFF	0.50	750	375.00
06/08/21	RE	REVIEW DRAFT REQUEST FOR DISMISSAL AND 3.770 DECLARATION FROM CJ; SEND PROPOSED CHANGES BACK	0.40	475	190.00
06/08/21	RE	REVIEW REVISED REQUEST FOR DISMISSAL AND 3.770 DECLARATION RE CLASS ACTION; PROVIDE PROPOSED CHANGES TO CJ FOR CONSIDERATION	0.40	475	190.00
06/08/21	KH	REVIEW/EDIT REQUEST FOR DISMISSAL OF CLASS ACTION AND SUPPORTING DECLARATION; FINALIZE AND PREPARE FOR SERVICE VIA CASE ANYWHERE WITH COURTESY COPY TO COUNSEL WHO HAS NOT YET APPEARED; INSTRUCT ATTORNEY SERVICE RE HARD COPY FILING WITH COURT.	0.80	250	200.00
06/08/21	CJ	RESEARCH STATUS CONFERENCE STATEMENT REQUIREMENTS, ORDERS, CASE NOTES, RESEARCH STATUS OF CLAIMS	1.00	475	475.00
06/08/21	CJ	STRATEGIZE RE REQUEST FOR DSIMISSAL	0.50	475	237.50
06/08/21	CJ	DRAFT REQUEST FOR DISMISSAL AND DECLARATION, REVISE MULTIPLE TIMES, SENT FOR FILING	1.50	475	712.50
06/08/21	PM	REVIEW AND REVISE REQUEST FOR	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISMISSAL; ADVISE CJ RE THE SAME.			
06/15/21	CJ	RESEARCH DOCKET, PREPARE FOR CMC, EVALUATE DEFENDANT'S EAPPEARANCE AND SERVICE LIST, DETERMINE WHETHER CMC WILL GO FORWARD	1.00	475	475.00
06/28/21	CJ	DRAFT BELAIRE NOTICE, SENT TO DEF, EVALUATE COMPLAINT, ANALYZE PROCEDURAL POSTURE, STRATEGIZE WITH PM RE SAME AND DEFENDANT'S POSITION RE MEDIATION	1.50	475	712.50
06/28/21	CJ	RE CA AUTHORITY BROWN V. RALPHS, ANALYZE CASE RE STATUS OF LIMITATIONS FOR PAGA CASE	1.00	475	475.00
06/28/21	PM	ADVISE CJ RE LEGAL AND FACTUAL ISSUES; REVIEW AND ANALYZE LEGAL AND FACTUAL ISSUES AND LEGAL RESEARCH RE THE SAME.	2.50	550	1,375.00
07/12/21	CJ	DETERMINE WHETHER T/C WILL GO FORWARD WITH PM OR AJB AND OPC; RESEARCH STATIUS OF DISCOVERY SERVED TO DATE AND STATUS OF BELAIRE NOTICE MAILING, WHETHER MEDIATION WILL GO FORWARD	0.75	475	356.25
07/12/21	PM	ADVISE CJ RE ISSUES REGARDING DISCOVERY AND BELAIRE NOTICE.	0.50	550	275.00
07/23/21	AJB	REVIEW/ANALYZE MEDIATION CONFIRMATION. ANALYZE CLAIMS IN CASE AND MEDIATION NEEDS.	1.00	725	725.00
07/28/21	CJ	DETERMINE STATUS OF CLASS ACTION DISMISSAL, RESEARCH DOCKET, RESEARCH ORDERS AND CASE FILE, ADVISE ADMIN RE SAME	0.50	475	237.50
07/28/21 15	VR	REVIEW STATUS OF CASE AND DISMISSAL; REVIEW COURT'S ORDERS; ADVISE PM AND CJ	0.50	495	247.50
08/03/21	CJ	EVALUATE DOCUMETNS FROM PLAITNIFF AND CASE NOTES FOR	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PURPOSES OF DRAFTING MEDAITION DEMAND			
08/03/21	PM	REVIEW MEDIATION DEMAND; ADVISE CJ RE THE SAME.	0.50	550	275.00
08/05/21	CJ	EVALUATE STATUS OF CASE AND CLAIMS, REVIEW CASE NOTES, EVALUATE STATUS OF DISCOVERY FOR PURPOSES OF COMMUNICATING SAME TO VR	0.75	475	356.25
08/05/21	CJ	EVALUATE STIPULATION FORM DEF AND CORRESPONDENCE RE DISCOVERY CONTINUANCE, ADVISE ACCEPTBLE FOR FILING	0.50	475	237.50
08/05/21	AJB	REVIEW/ANALYZE DRAFTED MEDIATION DATA REQUEST LETTER. REVIEW CLAIMS, DOCS, AND STATUS OF MEDIATION PREP. ADVISE ASSOCIATE. BEGIN RESEARCHING LEGAL ISSUES FOR MEDIATION BRIEF.	3.00	725	2,175.00
08/06/21	KH	BATES NUMBER CLIENT DOCUMENTS FOR PRODUCTION.	0.20	250	50.00
08/06/21	CJ	EVALUATE DOCUMENTS IN FILE, CREATE EXHBIIT BOOK, EVALUATE CASE ADN CLAIMS, DRAFT MEDIATION DATA DEMAND	1.25	475	593.75
08/10/21	CJ	EXECUTE STIPULATION FOR FILING	0.25	475	118.75
08/12/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW PAGA COMPLAINT; ADVISE PM	0.60	495	297.00
08/13/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW COMPLAINT	0.40	495	198.00
08/13/21 15	VR	REVIEW COURT'S ORDERS RE CMC; REVIEW LOCAL RULES; ADVISE CJ RE MEET AND CONFER STATUS AND CORRESPONDENCE	0.80	495	396.00
08/16/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW CORRESPONDENCE BETWEEN PARTIES AND STATUS OF	0.50	495	247.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION			
08/20/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW COMPLAINT AND CASE NOTES; REVIEW LOCAL RULES; ADVISE RE	1.50	495	742.50
08/20/21 15	VR	REVIEW COURT'S ORDERS AND STATUS OF PEREMPTORY CHALLENGE; ADVISE RE	0.50	495	247.50
08/23/21	KH	SERVE NOTICE OF CASE REASSIGNMENT AND ORDER FOR PLAINTIFF TO GIVE NOTICE; DRAFT PROOF OF SERVICE WITH UPDATED COUNSEL LIST; SUBMIT PROOF OF SERVICE FOR FILING WITH THE COURT.	0.40	250	100.00
08/31/21 15	VR	REVIEW COURT'S ORDERS RE OSC; REVIEW COURT'S DOCKET; REVIEW COMPLAINT AND STATUS OF SERVICE; ADVISE JH	2.00	495	990.00
09/09/21 15	VR	REVIEW COURT'S ORDERS AND STATUS OF CASE; REVIEW FILING OF POS; REVIEW NEXT STEPS	1.00	495	495.00
09/10/21 15	VR	REVIEW STATUS OF SERVICE; REVIEW COURT'S ORDERS AND LOCAL RULES; REVIEW OSC COMPLIANCE; ADVISE RE	1.70	495	841.50
10/08/21	JH	REVIEW COMPLAINT AND CASE NOTES; FURTHER ANALYZE PLAINTIFF'S DOCS IN FILE	0.60	550	330.00
10/08/21	SP	REVIEWED AND ANALAYZED COMPLAINT, ANSWER AND CASE NOTES.	3.40	550	1,870.00
10/14/21 15	VR	REVIEW DEFENDANT'S FILINGS; REVIEW STATUS OF CASE AND COURT DOCKET; REVIEW SUBSTITUTION OF ATTORNEY; ADVISE HD	1.00	495	495.00
10/20/21	SP	REVIEW CASE NOTES, DISCUSSION WITH CLIENT. REVIEW DOCUMENTS INCLUDING ARBITRATION	5.10	550	2,805.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AGREEMENT AND HANDBOOK. DISCUSS WITH TEAM DISCOVERY AND STRATEGY FOR LAWSUIT. REVIEW PAY STUBS FOR 226 CLAIMS LEGAL RESEARCH REGARDING THE SAME.			
10/21/21	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDAITION DATA	0.40	550	220.00
12/13/21	SP	AUDIT AND ANALYSIS OF WAGE STATEMENTS AND REVIEWED CASE NOTES.	3.30	550	1,815.00
12/14/21 17	VR	REVIEW & REVISE NOTICE OF CONTINUANCE; REVIEW COURT'S ORDERS AND DOCKET; EXECUTE AND FILE	1.20	495	594.00
12/14/21	JH	ADVISE VR RE NOTICE OF CONTINUANCE; ASSESS DOCKET; ANALYZE STRATEGY GOING FOWARD; ADVISE HD AND SP	1.70	550	935.00
12/14/21 15	VR	REVIEW COURT'S ORDERS AND LOCAL RULES; REVIEW STATUS OF SERVICE OF ORDERS; REVIEW DOCKET AND UPCOMING HEARING	1.30	495	643.50
01/03/22	AJB	ANALYZE STATUS OF MEDIATION PREPARATIONS AND PRIOR COURT RULINGS AND RULES. CONTINUE RESEARCHING LEGAL ISSUES FOR MEDIATION BRIEF. DRAFT AND SEND CORRESPONDENCE TO DEFENSE COUNSEL ADVISING COUNSEL OF NEED TO AVOID DELAY WITH RESPECT TO MEDIATION PRODUCTION SCHEDULE.	3.50	725	2,537.50
01/07/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW CASE DOCKET AND CASE FILE. CONFERENCE WITH CLIENT TO DISCUSS CLAIMS AND FACTS FOR BRIEF.	5.00	695	3,475.00
01/07/22	AJB	ARRANGE VIA EMAIL, PREP FOR AND HAVE CALL WITH DEFENSE COUNSEL RE MEDIATION. CONTINUE	2.50	725	1,812.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		RESEARCHING LEGAL ISSUES FOR MEDIATION BRIEF.			
01/08/22	ND	REVIEW AND ANALYZE TIME PUNCH RECORDS. LEGAL RESEARCH REGARDING AMN DECISION. ANALYZE PAY STUBS FOR 226(A) CLAIMS.	3.10	695	2,154.50
01/09/22	ND	DRAFT MEDIATION BRIEF. PREPARE FOR MEDIATION.	4.80	695	3,336.00
01/10/22	AJB	REVIEW/ANALYZE SPREADSHEETS 2022-01-07 RCKOUYOUUMDJIAN 000001-4 & POLICY DOCS 2022-01-10 RCKOUYOUUMDJIAN 000005-000105. DRAFT MEDIATION BRIEF.	8.00	725	5,800.00
01/11/22	ND	REVIEW AND REVISE MEDIATION BRIEF. ANALYZE EXHIBITS TO MEDIATION BRIEF.	3.00	695	2,085.00
01/11/22 15	VR	REVIEW DISCOVERY AND STATUS OF PRODUCTION FOR MEDIATION; REVIEW DOCUMENTS; ADVISE AJB	2.00	495	990.00
01/11/22 15	KN	REVIEW MEDIATION BRIEF AND DOCUMENTS; ANALYZE CLAIMS AND EVIDENCE IN SUPPORT; ADVISE AJ	2.00	750	1,500.00
01/11/22	AJB	EXCHANGE EMAILS/CALLS WITH EXPERT - ANALYZE RESPONSES PERTAINING TO DATA RECEIPT / TRANSFER AND ALSO CONFLICT ISSUES. CONTINUE DRAFTING MEDIATION BRIEF.	6.00	725	4,350.00
01/12/22	AJB	REVIEW/REVISE/FINALIZE MEDIATION BRIEF.	8.00	725	5,800.00
01/12/22	JH	REVIEW AND REVISE DRAFT MEDIATION BRIEF IN CONNECTION WITH DOCS IN FILE AND CIVIL PENALTY EVALUATION; COORDINATE AND ORGANIZE EXHIBIT BOOK; RESEARCH RE PRIMARY CLAIMS; ADVISE AJB	4.50	550	3,025.00
01/14/22	SP	REVEIWED AND ANALYZED FULL	5.50	550	3,025.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DOCUMENT PRODUCTION. REIVEWED ARBITRATION AGREEMENT FOR EXCLUDED CLAIMS/DISPUTES. DISCUSSED STRATEGY WITH JSH AND NDJ			
01/14/22	JH	REIVEW/ANALYZE MEDIATION DATA SENT BY DEFENDANT; FURTHER REVIEW DOCS AND ARB AGREEMENT IN FILE; ANALYZE DEFENDANT'S MEDIATION DOC PRODUCTION AND SPREADSHEETS; ASSESS PAGA CARVE OUT FROM ARB AGREEMENT; DICUSS WITH TEAM AND ADVISE	2.60	550	1,430.00
01/14/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FOWARD LATEST DRAFT TO AJ FOR REVIEW & TO FINALIZE	3.00	475	1,425.00
01/14/22	SP	LEGAL RESEARCH RE: VIKING RIVER CRUISE CASE AND IMPACT ON PAGA. REVIEWED AND ANALYZED ARBITRATION AGREEMENT. REVEIWED DOCUMENTS AND EXHIBIT BOOK FOR MEDIATION. REVIEWED CASE DOCKET.	4.40	550	2,420.00
01/15/22	ND	REVIEW PREVIOUS PAGA SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION. ANALYZE COMPANY'S WAGE AND HOUR POLICY DOCUMENTS. REVIEW PAGA NOTICE. REVIEW MEDIATION BRIEF AND ALL OTHER MEDIATION MATERIALS. PREPARE FOR MEDIATION.	4.20	695	2,919.00
01/16/22	ND	LEGAL RESEARCH REGARDING VIKING RIVER CRUISES' PETITION TO UNITED STATES SUPREME COURT AND ARBITRATION AGREEMENT ENFORCEABLITY.	3.40	695	2,363.00
01/16/22 15	KN	REVIEW AND ANALYZE RESEARCH AND INFORMATION FROM ND; ANALYZE RE VIKING RIVER IMPLICATIONS	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/17/22	NBB	REVIEW MED DOCS, ANALYZE, ADVISE AJ.	1.25	795	993.75
01/17/22	AJB	REVIEW/ANALYZE MEDIATION PREP STATUS. DRAFT/SEND REQUEST TO EXPERT FOR ADDITIONAL ANALYSIS RE FERRA CLAIM. REVIEW/ANALYZE RESPONSIVE CORR AND REVISED CHARTS. DRAFT SUPPLEMENTAL MEDIATION STATEMENT.	8.00	725	5,800.00
01/17/22	SP	REVIEW MEDIATION BRIEF AND DOCUMENTS IN PREPARATION FOR MEDIATION OF MATTER.	3.10	550	1,705.00
01/20/22	ND	REVIEW AND ANALYZE EXPERT PAGA PENALTY REPORT AND ANALYZE NOTES AND ASSUMPTIONS. REVIEW BRIEF AND EXHIBITS. PREPARE FOR MEDIATION.	3.50	695	2,432.50
01/20/22 15	KN	REVIEW EXPERT ANALYSIS; REVIEW CLAIMS AND DATA; ADVISE AJ	1.20	750	900.00
01/21/22	AJB	PREP AND APPEAR FOR MEDIATION.	10.00	725	7,250.00
01/21/22	JH	REVIEW DOCS IN FILE; RESEARCH ISSUES AND ASSIST WITH MEDIATION	4.70	550	2,585.00
01/21/22	ND	ATTEND MEDIATION. DISCUSS ISSUES WITH MEDIATOR, CLIENT AND AJ BHOWMIK THROUGHOUT THE DAY.	5.00	695	3,475.00
01/22/22	ND	REVIEW AND ANALYZE MOU TERMS. CONFERENCE WITH CLIENT TO DISCUSS. SEND MOU FOR SIGNATURE VIA EMAIL. FOLLOW UP CALL TO DISCUSS TERMS AND OBTAIN SIGNATURE.	1.70	695	1,181.50
01/22/22 15	KN	REVIEW MOU TERMS AND ADVISE AJ	0.50	750	375.00
01/24/22	JH	REVIEW/ANALYZE DRAFT MOU	0.40	550	220.00
01/24/22	RE	REVIEW & ANALYZE MOU; REVIEW FILE; PREP TO DRAFT LONG FORM SETTLEMENT AGREEMENT	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/24/22	RE	DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	4.50	475	2,137.50
01/24/22	SP	REVIEW AND ANALYZE MOU.	0.60	550	330.00
01/25/22	AJB	REVIEW/ANALYZE DEFENDANT'S MOU. DRAFT COMPETING FORM OF MOU FOR MEDIATION. PREP FOR MEDIATION BY REVIEWING BRIEF/EXHIBITS/FILE AND COMPARABLE SETTLEMENTS IN FILE AND LAW 360.	5.00	725	3,625.00
01/25/22	NBB	REVIEW MOU, ANALYZE. OUTLINE LONG FORM	2.25	795	1,788.75
01/25/22 17	KN	REVIEW & REVISE DRAFT MOU; ANALYZE FOR SETTLEMENT ISSUES AND PROCEDURE; ADVISE AJ	1.00	750	750.00
01/26/22 15	VR	REVIEW ARBITRATION AGREEMENT AND PAGA CARVE OUT; REVIEW COURT'S ORDERS AND STATUS OF CASE; REVIEW CASE NOTES	2.00	495	990.00
01/27/22	RE	DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT (CONT.)	3.00	475	1,425.00
01/27/22	NBB	DRAFT PAGA APPROVAL AGREEMENT. ANALYZE MOU.	1.75	795	1,391.25
01/31/22	RE	DRAFT LONG FORM INDIVIDUAL SETTLEMENT AGREEMENT	3.50	475	1,662.50
01/31/22 15	VR	REVIEW STATUS OF CASE; REVIEW COMPLAINT AND MEDIATION BRIEF; REVIEW STATUS OF SETTLEMENT; ADVISE HD	1.00	495	495.00
02/01/22	NBB	REVIEW MOU. DRAFT PAGA AGREEMENT TERMS.	2.50	795	1,987.50
02/02/22	SP	REVEIW PAGA SETTLEMENT AGREEMENT. COMPARE WITH MOU AND COMPLAINT.	2.70	550	1,485.00
02/02/22 15	VR	REVIEW CASE FILE AND COMPLAINT; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW COURT'S ORDERS	0.90	495	445.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/04/22	NBB	REVIEW PAGA TERMS. ANALYZE, ADVISE RE.	1.50	795	1,192.50
02/04/22 15	VR	REVIEW CASE FILE AND COMPLAINT; REVIEW CASE NOTES; DRAFT CMC STATEMENT	1.80	495	891.00
02/09/22	JH	REVIEW/ANALYZE JOINT CMC STMT	0.40	550	220.00
02/09/22 17	VR	REVIEW & REVISE CMC STATEMENT; REVIEW SETTLEMENT STATUS; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW AND REVISE DEF'S CMC STATEMENT; CORRESPONDENCE TO DEF; FOLLOW UP	2.50	495	1,237.50
02/09/22	HD	PREPARE CM110 -CASE MANAGEMENT STATEMENT SHELL AND UPDATE POS (TEMPLATE)	1.00	250	250.00
02/09/22 06	VR	CORRESPONDENCE TO DEFENDANT RE E-SERVICE; REVIEW E-SERVICE ORDERS; REVIEW LOCAL RULES	1.20	495	594.00
02/11/22	RE	REVIEW & EDIT LONG FORM PAGA SETTLEMENT AGREEMENT; FINALIZE FIRST DRAFT	2.20	475	1,045.00
02/11/22	RE	REVIEW & EDIT LONG FORM INDIVIDUAL SETTLEMENT AGREEMENT; FINALIZE FIRST DRAFT	1.70	5475	9,307.50
02/11/22	NBB	REVIEW DRAFT AGREEMENT, ANALYZE, REVISE.	3.00	795	2,385.00
02/11/22	SP	REVIEW AND ANALYZE LONG FORM AGREEMENT.	2.90	550	1,595.00
02/14/22	NBB	FINAL AGREEMENT, ANALYZE, ADVISE KN	2.75	795	2,186.25
02/14/22	JH	REVIEW LONGFORM SETTLEMENT AGEEMENT COMPARED TO MOU; ADVISE TEAM; DISCUSS WITH RE	2.40	550	1,320.00
02/17/22	HD	REVIEW THE CASE DOCKET TO VERIFY 2/24/2022 -(PAGA) - CMC AND OSC HEARING (RE POS) HEARING IS STILL ON CALENDAR. RESERVE	0.20	250	50.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TELEPHONIC APPEARANCE. OBTAIN CONFIRMATION AND FORWARD TO APPEARING ATTORNEY.			
02/18/22 17	KN	REVIEW & REVISE PAGA AGREEMENT; EMAIL DEF; MEMO TO RE	2.80	750	2,100.00
02/23/22	HD	REVIEW CASE DOCKET AND CHECK FOR TENTATIVE RE 2/24/2022 (PAGA) - CMC AND OSC HEARING (RE POS)	0.20	250	50.00
02/24/22	JH	PREPARE AND APPEAR FOR CMC; ADVISE TEAM	0.60	550	330.00
02/24/22 15	VR	REVIEW COURT'S ORDERS AND STATUS OF CASE; REVIEW CMC APPEARANCE REPORT; REVIEW CASE FILE AND STATUS OF SETTLEMENT; ADVISE JH	1.20	495	594.00
03/02/22	SP	REVIEW AND ORGANIZE CASE FILE. ANALYZE SETTLEMENT ISSUES AND AMENDED COMPLAINT TO BE FILED. DISCUSS WITH CLIENT. ANALYZE COURT DOCKET AND PAGA RELATED LITIGATION CASES FOR CASES THAT OVERLAP	4.20	550	2,310.00
03/03/22	RE	REVIEW FILE; FOLLOW UP WITH DEF. REGARDING STATUS OF REVIEW OF DRAFT LONG FORM AGREEMENT	0.30	475	142.50
03/03/22	RE	REVIEW FILE; CONFER W KN RE STATUS OF FINALIZING SETTLEMENT AGREEMENT	0.30	475	142.50
03/10/22	RE	REVIEW FILE; FOLLOW UP WITH D/C RE PROPOSED REVISIONS TO DRAFT AGREEMENT	0.30	475	142.50
03/17/22	RE	REVIEW FILE; EMAIL TO DEFENSE COUNSEL RE STATUS OF PROPOSED REVISIONS TO DRAFT AGREEMENT	0.30	475	142.50
03/17/22	NBB	REVIEW REVISIONS TO SETTLEMENT AGREEMENT. ADVISE KN.	1.50	795	1,192.50
03/18/22 15	KN	REVIEW STATUS AND DEF REVISIONS TO AGREEMENT; EMAILS WITH NBB;	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEMO TO ADMINS; REVIEW BILLING			
03/18/22 17	KN	REVIEW & REVISE DRAFT AGREEMENT; DISCUSS WITH STAFF	1.50	750	1,125.00
03/19/22	JH	REVIEW/ANALYZE DEFENDANT'S REVISIONS TO LONGFORM AGREEMENT; ASSESS KN COMMENTS ON REVISIONS; ADVISE TEAM FOR UPDATES TO COURT	1.80	550	990.00
03/21/22	RE	REVIEW FILE; DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	6.00	475	2,850.00
03/21/22 17	KN	REVIEW & REVISE AGREEMENT AND EXHIBIT; EMAIL DEF; MEMO TO STAFF	3.00	750	2,250.00
03/21/22	NBB	FINAL AGREEMENT, REVIEW MOTION FOR PAGA APPROVAL.	2.50	795	1,987.50
03/21/22	SP	REVIEW DRAFT MOTION FOR APPROVAL.	2.40	550	1,320.00
03/22/22	RE	DRAFT/FINALIZE FIRST DRAFT OF MOTION TO APPROVE PAGA SETTLEMENT; FORWARD TO KN AND NB FOR REVIEW	2.80	475	1,330.00
03/22/22	RE	DRAFT PROPOSED ORDER & JUDGMENT; FORWARD TO KN/NB FOR REVIEW	1.30	475	617.50
03/22/22	NBB	REVIEW PAGA APPROVAL MOTION, ANALYZE, ADVISE KN.	1.75	795	1,391.25
03/22/22	JH	ADVISE RE ON MATTER FOR PAGA APPROVAL MOTION	0.60	550	330.00
03/23/22	SP	REVIEWED MOTION FOR FINAL APPROVAL.	1.20	550	660.00
03/24/22	JH	REVIEW FILE AND DOCKET TO ASCERTAIN STATUS OF MATTER; ANALYZE DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT; FURTHER DISCUSS WITH RE; ADVISE TEAM	2.80	550	1,540.00
03/24/22	KN	REVIEW & REVISE MOTION FOR PAGA	3.50	750	2,625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
17		APPROVAL; MEMO TO STAFF; RESEARCH ISSUE; EMAIL DEF			
03/24/22 15	VR	REVIEW STATUS OF CASE, COURT'S ORDERS AND DOCKET; REVIEW CASE FILE AND CASE NOTES; ADVISE KN	1.70	495	841.50
04/07/22	AJB	REVIEW/ANALYZE LONG FORM SETTLEMENT AGREEMENTS DRAFTED BY DEFENDANT.	2.50	725	1,812.50
04/07/22	NBB	FINAL AGREEMENT. REVIEW PAGA MOTION, ANALYZE. ADVISE KN.	1.50	795	1,192.50
04/20/22 17	KN	REVIEW & REVISE AGREEMENT; FINAL AGREEMENT; EMAIL DEF; REVIEW STATUS; MEMO TO RE	2.50	750	1,875.00
04/22/22	KN	PREPARE FINAL AGREEMENT; EMAIL DEF; EXECUTE AGREEMENT; EMAIL DEF	1.50	750	1,125.00
04/22/22	ND	REVIEW AND ANALYZE INDIVIDUAL AND PAGA SETTLEMENT AGREEMENTS FOR CONFORMITY WITH MOU. CONFERENCE WITH CLIENT TO DISCUSS SETTLEMENT AGREEMENT TERMS. SEND TAX FORMS TO CLIENT AND EXPLAIN TAX ISSUES. FOLLOW UP FOR SIGNATURE ON BOTH AGREEMENTS AND W-9 AND W-4.	2.10	695	1,459.50
06/09/22 15	KN	REVIEW STATUS; WORK ON MOTION	1.00	750	750.00
06/14/22 10	KN	DRAFT DECLARATION ISO MOTION	3.50	750	2,625.00
06/15/22	KN	PREPARE FINAL SIGNED AGREEMENTS AND EXHIBITS; REVIEW STATUS	1.50	750	1,125.00
06/17/22 15	KN	REVIEW DEF REVISIONS TO MOTION AND PROPOSED ORDER	1.30	750	975.00
06/20/22 17	KN	REVIEW & REVISE MOTION FOR FINAL; REVIEW BILLING FOR ACCURACY	3.00	750	2,250.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/20/22 17	KN	REVIEW & REVISE DECLARATION ISO MOTION	2.00	750	1,500.00
06/20/22	JH	REVIEW/ANALYZE FINAL MOTION FOR APPROVAL OF PAGA SETTLEMENT	1.00	550	550.00
06/21/22 26	KN	PREPARE MOTION FOR PAGA APPROVAL FOR FINAL; FILE AND SERVE; SERVE LWDA	2.75	750	2,062.50

TOTAL BILLED HOURS

A.J.BHOWMIK	59.50 hr @ 725.00	\$ 43,137.50
CHARLOTTE JAMES	15.50 hr @ 475.00	\$ 7,362.50
HEATHER DROSI	1.40 hr @ 250.00	\$ 350.00
JEFF HERMAN	27.50 hr @ 550.00	\$ 15,675.00
KARLA HORNE	3.90 hr @ 250.00	\$ 975.00
KYLE NORDREHAUG	42.05 hr @ 750.00	\$ 31,537.50
NORMAN BLUMENTHAL	22.25 hr @ 795.00	\$ 17,688.75
NICK DEBLOUW	66.00 hr @ 695.00	\$ 45,870.00
PIYA MUKHERJEE	9.50 hr @ 550.00	\$ 5,225.00
RICO EHMANN	47.50 hr @ 475.00	\$ 22,562.50
RICO EHMANN	1.70 hr @ *****	\$ 9,307.50
SCOTT BLUMENTHAL	4.80 hr @ 325.00	\$ 1,560.00
SERGIO PUCHE	38.80 hr @ 550.00	\$ 21,340.00
VICTORIA RIVAPALACIO	27.30 hr @ 495.00	\$ 13,513.50

TOTAL PROFESSIONAL SERVICES

367.70

\$236,104.75

COSTS ADVANCED

02/19/21	PAGA FILING FEE	75.00
04/27/21	FILING FEE ONE LEGAL.	464.51
04/30/21	FILING FEE ONE LEGAL.	1,716.69
05/11/21	FILING FEE ONE LEGAL.	16.68
05/14/21	FILING FEE ONE LEGAL.	38.86
05/17/21	FILING FEE ONE LEGAL.	108.35
05/30/21	KNOX ATTORNEY SERVICES	225.90
05/30/21	KNOX ATTORNEY SERVICES	141.50

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
06/03/21	MESSENGER - KNOX	141.50
07/23/21	ORTMAN MEDIATION FEES.	10,000.00
09/03/21	CASE ANYWHERE	138.00
12/20/21	FILING VIA ONE LEGAL	18.74
01/27/22	BERGER CONSULTING GROUP	3,950.00
06/14/22	FILING FEE - MOTION	<u>60.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 17,095.73</u>
TOTAL CURRENT CHARGES		<u>\$253,200.48</u>

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #4

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1004

February 19, 2021

CA2308

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Raising Cane's USA, L.L.C.
Certified Mail #70203160000068263091
Capitol Corporate Services, Inc.
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Raising Cane’s USA, L.L.C. as non-exempt employees during the time period of February 19, 2020 until a date as determined by the Court. Our offices represent Plaintiff Elijah Kouyoumdjian (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Raising Cane’s USA, L.L.C. (“Defendant”). Plaintiff was employed by Defendant in California as a Crew Member from September of 2020 to November 16, 2020 and classified as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10)

minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants fail to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #5

Case Name: Raising Kanes

Monday, March 21, 2022

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated # of Class Members	16,500
NCOA	Yes
Remail of Undeliverables	Yes
Certified Spanish Translations	No
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	18	\$2,700.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	20	\$2,400.00
NCOA	Flat Rate	\$1,750.00	1	\$1,750.00
Toll-Free Telephone Support	Flat Rate	\$2,950.00	1	\$2,950.00

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

Subtotal \$9,800.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	12	\$1,800.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	12	\$1,500.00
Check, Stub & One Page Release - (including 1099)	Per Check	\$1.00	16,500	\$16,500.00
USPS First Class Postcard Postage	Per Piece	\$0.50	16,500	\$8,250.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	4,200	\$6,300.00
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$37,100.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	12	\$1,200.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$2,700.00

WILL NOT EXCEED: \$49,600.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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