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

JUNO CHUA, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

BEECAN HEALTH LLC, a California
Limited Liability Company; SERRANO
POST ACUTE, LLC, a California Limited
Liability Company; CORONA POST
ACUTE, LLC, a California Limited
Liability Company; CALIFORNIA POST
ACUTE LLC, a California Limited
Liability Company; LA FUENTE CARE
POST ACUTE LLC, a California Limited
Liability Company; MONROVIA POST
ACUTE, LLC, a California Limited
Liability Company; ROYAL GARDENS
HEALTHCARE, LLC, a California
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 21STCV24458

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

Hearing Date: March 5, 2024

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated October 19,
2023]

Judge: Hon. Lawrence P. Riff

Dept: SS-7

Date Filed: July 1, 2021

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
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"Agreement") of the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC ("Defendants") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Five Hundred Thousand Dollars (\$500,000). (Agreement at ¶¶ 1.22.) Under the Settlement, the Gross Settlement Amount is Five Hundred Sixty-Five Thousand Dollars (\$565,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses Payment. (Agreement at ¶ 1.22.)

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

(c) Defendants shall fund the Gross Settlement Amount in three installments by transmitting the funds to the Administrator as follows: The first installment of \$165,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made within thirty (30) days of Preliminary Approval ("First Installment"). The second installment of \$200,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made eleven (11) months after the First Installment is made ("Second Installment"). The third installment of \$200,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made twelve (12) months after the Second Installment is made ("Third Installment"). In the event Defendants default on any of the payments set forth in this section, Defendants agree that all payments still due and owing on the payment of the Gross Settlement Amount, less any payments received, shall be accelerated and due immediately. (Agreement at ¶ 4.3.) 5.1. On a pro rata basis, the Administrator shall proportionately make a total of two (2) payment distributions with the first

1 distribution to be made within thirty (30) days of the Effective Date and the second distribution to be
2 made within thirty (30) days of the final payment of the Third Installment. For each of these two (2)
3 distributions, the Administrator will mail pro-rata checks for all Individual Class Payments, all Individual
4 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
5 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
6 Payment. (Agreement at ¶ 5.1.)

7 (d) The amount remaining in the Gross Settlement Amount after the deduction of
8 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
9 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
10 Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall be allocated
11 to Participating Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2(e).)
12 From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will
13 be calculated by (i) dividing the Net Settlement Amount by the total number of Workweeks worked by
14 all Participating Class Members during the Class Period and (b) multiplying the result by each
15 Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Class Workweeks will be calculated
16 based on Defendants' records and reported to Class Members in the Class Notice; however, Class
17 Members will have the right to challenge their number of Class Workweeks.

18 (e) Class Members may choose to opt-out of the Settlement by following the directions
19 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
20 deemed Participating Class Members and will be bound by the Settlement and will be entitled to receive
21 an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including any who
22 submit an opt-out request, still will receive an Individual PAGA Payment and will release of the Released
23 PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 7.5(d)) Finally, the
24 Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their
25 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

26 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
27 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
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1 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
2 checks sent to the California State Controller's Office, Unclaimed Property Division, in the name of the
3 Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of
4 Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

5 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
6 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
7 \$30,000. (Agreement at ¶ 3.2.3.) As set forth in the Bench Decl. at ¶ 20, the fees and costs incurred to-
8 date, as well as anticipated fees and costs for completion of the settlement administration, are \$25,500.

9 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
10 not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
11 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
12 Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).) Subject to
13 Court approval, the Agreement provides for a payment of no more than \$10,000 to Plaintiff as the Class
14 Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this request for attorneys' fees,
15 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these
16 requests, including lodestar.

17 (i) Subject to Court approval, Ten Thousand Dollars (\$10,000) will be paid from the Gross
18 Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California Labor Code
19 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the express
20 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%
21 (\$7,500) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$2,500) allocated
22 to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number of their
23 respective PAGA Period Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
24 of service, the LWDA has been served with this motion and the Agreement.

25 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
26 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
27 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
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1 Settlement valued at \$565,000 is an excellent result for the Class. This result is particularly favorable
2 in light of the fact that liability and class certification in this case were far from certain in light of the
3 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
4 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
5 settlement is fair, reasonable and adequate, and should be finally approved.

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7 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
8 dated October 19, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
9 disseminated to the Class. On November 28, 2023, the Administrator mailed the Court-approved Class
10 Notice to the Class Members, which provided each class member with the terms of the Settlement,
11 including notice of the claims at issue and the financial terms of the settlement, including the attorneys'
12 fees, costs, and service award that were being sought, how individual settlement awards would be
13 calculated, and the specific, estimated payment amount to that individual. See Declaration of Nicole
14 Bench ("Bench Decl.") ¶¶ 7-8, Exh. A. In disseminating the notice, the Administrator followed the notice
15 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been
16 no objections and no requests for exclusion. Bench Decl. ¶¶ 12-14. As such, the entire Class will
17 participate in the Settlement and will be sent a settlement check.

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

1 6. Procedural History of the Litigation

2 (a) On March 5, 2021, Plaintiff filed with the LWDA and served on Defendants a notice under
3 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
4 behalf of Aggrieved Employees for various Labor Code violations.

5 (b) On July 1, 2021, Plaintiff commenced this Action by filing a Complaint against Defendants
6 in the Superior Court of the State of California, County of Los Angeles. Plaintiff's Complaint asserted
7 a claim against Defendants for Civil Penalties pursuant to Labor Code section 2699, et seq. for violations
8 of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512,
9 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
10 Subdivision 5(A)-(B) (the "Action").

11 (c) On July 1, 2021, Plaintiff commenced this Action by filing a Complaint against Defendants
12 in the Superior Court of the State of California, County of Los Angeles. Plaintiff's Complaint asserted
13 a claim against Defendants for Civil Penalties pursuant to Labor Code section 2699, et seq. for violations
14 of Labor Code sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 233, 246, 351, 510, 512,
15 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
16 Subdivision 5(A)-(B) (the "Action").

17 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
18 production of documents, class data, and other information, allowing for the full and complete analysis
19 of liabilities and defenses to the claims in the Action. Plaintiffs engaged in formal written discovery and
20 performed informal discovery, which included the production and analysis of hundreds of pages of
21 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the
22 composition of the class; (2) time and payroll data; (3) Defendants' wage and hour policies and job
23 descriptions; (4) the employment file for the Plaintiff; and, (5) samples of wage statements provided by
24 Defendants. As such, Class Counsel received the data and information for the Class, which was
25 sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

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

5 (f) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
6 to mediation, the Parties engaged in the above investigation and the exchange of documents and
7 information in connection with the Action. On June 22, 2022, the Parties participated in an all-day
8 mediation presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
9 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
10 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
11 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
12 At all times, the negotiations were arm's length and contentious.

13 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
14 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
15 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
16 among other things, that they have properly compensated the Class Members and complied at all times
17 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
18 Defendants contend that class certification is inappropriate for any reason other than for settlement.
19 Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further contends that
20 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
21 certification. Without admitting that class certification is proper, Defendants have stipulated that the
22 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.6.) The Parties agree that
23 certification for settlement purposes is not an admission that class certification is proper. Further, the
24 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
25 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
26 requisites for establishing class certification with respect to the Class are satisfied.

27 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
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1 the course of over two years, Class Counsel diligently evaluated the Class Members' claims against
2 Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with
3 access to necessary information for the Class. In addition, Class Counsel has previously negotiated
4 settlements with other employers in actions involving nearly identical issues and analogous defenses.
5 Based on the informal discovery and their own independent investigation, evaluation and experience,
6 Class Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
7 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
8 circumstances, including the risk of significant delay, the risk that the claims would not be allowed to
9 proceed on a class or representative basis, the defenses asserted by Defendants, and potential appellate
10 issues.

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12 7. History of Settlement Discussions

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

21 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, a respected and
22 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
23 for the mediation, Defendants provided Class Counsel with necessary information for the members of
24 the Class, including time punch data, payroll data and information concerning the composition of the
25 Class. Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and prepared
26 and submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation,
27 the Parties agreed to this Settlement.

1 (c) From September of 2022 to June of 2023, the Agreement and exhibits thereto were finalized
2 and executed, and then presented by motion to this Court for preliminary approval. On July 31, 2023,
3 the Court continued the hearing on the motion for preliminary approval to provide the Parties with an
4 opportunity to address a few questions posed by the Court. On October 19, 2023, the Court issued its
5 Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

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

10 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
11 the Plaintiff and the other Class Members. Defendants maintain that is practices complied with all
12 applicable wage and hour laws. Defendants maintain that all Class Members' work time was properly
13 recorded and compensated and that there was no miscalculation of the regular rate. Defendants contend
14 that its meal and rest period policies and practices provide Class Members with meal and rest periods that
15 exceed the requirements of California law. As to expense reimbursement, Defendants maintains that it
16 did not fail to provide reimbursement for necessary business expenses because, among other things,
17 Defendants provides its employees with all necessary personal protective equipment, and employees are
18 not required to use their personal cell phones to perform their work. Defendants maintain that the
19 decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*,
20 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021),
21 weakened Plaintiff's claims in terms of liability and value, and preclude his claim from proceeding on
22 a class or representative basis. Defendants also maintain that a good faith dispute and absence of
23 willfulness would negate the claims for waiting time penalties and/or failure to provide accurate itemized
24 wage statements. Defendants also argued that the existence of arbitration agreements with Class
25 members would preclude a class-wide recovery at trial. Finally, one overarching concern was the ability
26 to impose liability on Defendants as a whole, as opposed to a single entity with limited ability to pay.
27 If successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class.

1 While Plaintiff believes that these defenses could be overcome, Defendants maintain these defenses have
2 merit and therefore present a serious risk to recovery by the Class.

3 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
4 to obtain class certification and thereby not recover on behalf of any employees other than himself.
5 Defendants argued that the individual experience of each putative class member varied with respect to
6 the claims, which would preclude the claims from proceeding on a class or representative basis. For
7 instance, Plaintiff's meal and rest period claims would require individualized inquiries into whether each
8 employee took a compliant meal or rest period on a given shift and, if not, why; and Plaintiff's
9 off-the-clock claims would require individualized inquiries into whether each employee ever performed
10 off-the-clock work and, if so, why. Plaintiff is aware of other cases where class certification of similar
11 claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification
12 of rest break claims). Finally, even if class certification was successful, as demonstrated by the
13 California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014),
14 there are significant hurdles to overcome for a class-wide recovery even where a class has been certified.
15 While other cases have approved class certification of wage and hour claims, class certification in this
16 Action would have been hotly disputed and was by no means a foregone conclusion.

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

5 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
6 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
7 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
8 to the value of the claims. The calculations to compensate for the amount due to the Class Members at
9 the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting, in
10 advance of mediation. Class Counsel analyzed the data for putative class members and determined the
11 potential maximum damages for the class claims. For the Class, the maximum value of the claim for
12 unpaid wages due to the alleged miscalculation of the regular rate for overtime pay was \$289,807, the
13 maximum value of the claim for unpaid wages due to alleged off-the-clock work of one hour per week
14 was \$1,823,219, the maximum potential damages for alleged meal period violations were estimated to
15 be \$1,887,678 based upon a 27% violation rate, the maximum potential damages for alleged rest period
16 violations were estimated to be \$1,887,678 based upon the same 27% violation rate, and the maximum
17 potential damages for the alleged failure to reimburse business expenses were calculated to be \$42,355.
18 In total, the damages for the Class were calculated to have a maximum potential total value of
19 \$5,920,737. In addition, Plaintiff calculated that the maximum value of the potential waiting time
20 penalties were \$5,502,233, and the maximum value of the potential wage statement penalties were
21 \$1,655,450.¹ Consequently, the Gross Settlement Amount represents more than 9.5% of Plaintiff's
22 calculation of the potential maximum damages at issue for the Class in this case, assuming these amounts

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

1 could all be proven in full at trial.² The above maximum calculations should then be adjusted in
2 consideration for both the risk of class certification and the risk of establishing class-wide liability on all
3 claims. Given the amount of the Settlement as compared to the potential value of the claims, the
4 Settlement is most certainly fair and reasonable. Clearly, the goal of this litigation has been met.

5 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
6 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
7 defenses both to liability and to class certification. Currently, the maximum and average class member
8 allocations are \$781.83 and \$180.81, respectively. Bench Decl. at ¶18. Given the complexities of this
9 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
10 reasonable and adequate, and should be finally approved.

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

16 17 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

18 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And 19 Should Be Enforced

20 (a) Class Counsel successfully negotiated a class action settlement which provides for
21 a common fund settlement to be paid by Defendants to the Class in the amount of Five Hundred and
22 Sixty-Five Thousand Dollars (\$565,000). (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22.) As
23 part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
24 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,

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26
27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not included the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

1 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
2 one-third of the Gross Settlement Amount.

3 (b) In the class action context, that means “attempting to award the fee that informed
4 private bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining
5 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
6 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
7 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in
8 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
9 market value of the award requested.

10 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
11 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
12 counsel for each of the parties as part of the Settlement.

13
14 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
15 Created for the Benefit of the Class

16 (a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to
17 one-third of the Gross Settlement Amount of \$565,000 , which equals \$183,333 for attorneys’ fees. As
18 part of the Agreement, Defendants also agreed that Class Counsel may seek a “Class Counsel Litigation
19 Expenses Payment of not more than \$20,000.” (Agreement at ¶ 3.2(b).) Finally, Defendant also agreed
20 that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$10,000, as his
21 service award under the Agreement.

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

27 (c) There is a substantial difference between the risk assumed by attorneys being paid by
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1 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
2 to the bank with his fee. The attorney working on a contingent basis can only log hours while working
3 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
4 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
5 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
6 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
7 financial burden of private enforcement makes the requested award appropriate. This case was litigated
8 on a contingent basis for over one years, with all of the risk factors inherent in such an uncertain
9 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
10 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
11 applied to the fee award.

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

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

22 (f) The Settlement was possible only because Class Counsel was able to convince
23 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, achieve
24 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need
25 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage
26 and hour and class action litigation. The high quality of the Class Counsel's work in this case was
27 mandated by the vigorous defense presented by counsel for Defendant. Over the nearly two years of
28

1 litigation, Class Counsel was required to invest substantial time and resources in investigation, litigation,
2 the determination of potential damages and communicating with and responding to opposing counsel's
3 and class members' requests and inquiries.

4 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
5 compensable hourly work on other cases to devote the necessary time and resources to this contingent
6 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
7 fee work in this case which could potentially have paid nothing.

8 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
9 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
10 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
11 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
12 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
13 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
14 Counsel advanced more than \$18,000 in costs which could not have been recovered if this case had been
15 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,
16 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
17 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
18 Plaintiffs also support the requested awards.

19 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
20 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
21 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$183,333
22 is also established by reference to Class Counsel's lodestar in this matter. . The contemporaneous billing
23 records for Class Counsel evidence that through February 6, 2024, Class Counsel's total lodestar is
24 \$194,411.25, with additional fees still to be incurred to complete final approval and the settlement
25 process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar, and
26 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
27 manage the settlement distribution. Such a negative multiplier is below the range of positive multipliers
28

1 approved in cases such as *Laffitte* and *Vizcaino*.³ As a result, this Court may conclude that the requested
2 award is fair and reasonable and is justified under California law.

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

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

23 ³ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
2 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
3 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
4 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
5 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
6 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
7 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
8 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
9 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
10 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
11 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
12 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
13 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
14 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
15 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
16 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
17 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
18 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
19 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
20 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
21 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
22 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
23 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
24 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
25 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
26 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
27 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
28

1 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
2 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
3 class settlement.

4 12. The contemporaneous billing records for Class Counsel evidence that through February
5 6, 2024, **Class Counsel's total lodestar is \$194,411.25, with additional fees still to be incurred to**
6 **complete final approval and the settlement process.** The requested fee award is therefore currently
7 equivalent to Class Counsel's total lodestar without a multiplier, and there will be additional lodestar
8 incurred by Class Counsel to complete the settlement process and manage the settlement distribution.
9 From February 23, 2021 to February 6, 2024, my firm worked on this matter for over 267 hours, with
10 hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm
11 in the amount of \$194,411.25. A detailed breakdown of the total fees and the services performed by the
12 firm on this case is attached hereto as Exhibits #3 and 4⁴. In addition, Class Counsel will be performing
13 significant additional work that is not included in this lodestar amount, including finalizing the final
14 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
15 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
16 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
17 similar work and, if this were a commercial matter, these are the charges that would be made and
18 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
19 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
20 attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout California,
21 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
22 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those
23 prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness
24 of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
25 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.

26
27 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to February 6, 2024

1 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
2 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
3 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in
4 the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line
5 with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
6 Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In
7 another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases
8 prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates.
9 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and
10 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for
11 comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the
12 requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a
13 very reasonable negative multiplier which will be even less by the completion of the settlement. This
14 is comparable to the multiplier approved in other cases. The requested award is therefore reasonable
15 viewed by the Lodestar/Multiplier cross-check.

16
17 Litigation Expenses

18 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
19 Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel requests reimbursement
20 for incurred litigation expenses and costs in the amount of \$18,623.13 based upon counsel’s billing
21 records which evidence total expenses of \$18,623.13. These litigation expenses include the expenses
22 incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service
23 charges (Knox, One Legal, CaseAnywhere, Online Legal Courier), court document downloading fees,
24 Lexis research charges, all of which are costs normally billed to and paid by the client. The details of the
25 litigation expenses incurred are set forth in Exhibits #3 and 4 hereto⁵. These costs were reasonably
26

27 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to February 6, 2024.

1 incurred in the prosecution of the Action.

2
3 Service Awards

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

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

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

15 15. The requested service award is also reasonable in light of the reputational risk that
16 Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future employment
17 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
18 the internet and may become known to prospective employers when evaluating" her for employment.
19 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
20 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
21 other employers, allowing them to screen out the litigious candidates. An entire industry exists that
22 allows employers to run extensive background searches on potential employees. Companies who provide
23 these services specifically highlight the fact that their services allows employers to weed out litigious
24 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
25 prospective employee is likely to sue" the employer, through background checks and other means, to
26
27
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1 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
3 culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."⁸

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$18,623.13, and approval of the requested service awards to the Plaintiff.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 The Class Counsel Fees Payment will be made to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

12
13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 6th day of February 2024 , at San Diego, California.

15
16 /s/ Norman Blumenthal
17 NORMAN B. BLUMENTHAL
18
19
20
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24

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

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FIRM RESUME

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)

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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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 #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juno Chua (“Plaintiff”) and defendants Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC (collectively referred to as “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Chua v. Beecan Health LLC, et al.*, Case No. 21STCV24458, initiated on July 1, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by one or more Defendants in California who were classified as non-exempt employees and who worked during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by one or more Defendants in California who were classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the

Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 5, 2020 through September 22, 2022.
- 1.14. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” mean Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC.

- 1.18. “Defense Counsel” means Krista M. Cabrera and Kevin Jackson of Foley & Lardner LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Sixty-Five Thousand Dollars (\$565,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from March 5, 2020 to September 22, 2022 or Preliminary Approval, whichever is sooner.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s March 5, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Juno Chua, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or

claims based on facts occurring outside the Class Period.

1.39. “Released PAGA Claims” means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and the PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

1.40. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means 45 calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

2.1. On July 1, 2021, Plaintiff commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles. Plaintiff’s Complaint asserted a claim against Defendants for Civil Penalties pursuant to Labor Code section 2699, et seq. for violations of 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).

2.2. On June 22, 2022, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was

memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.3. The Parties will stipulate to the filing of the First Amended Complaint (the “Operative Complaint”) adding the following class-wide causes of action that Defendants:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code § 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203.

2.4. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.5. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.6. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$565,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In addition, Plaintiff is separately settling his claim for Wrongful Termination in Violation of Public Policy ("Wrongful Termination Claim"). The payment of the settlement of the individual Wrongful Termination Claim is not being made in consideration of the settlement of the Class and PAGA claims in the Action.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than One-Third (1/3), which is currently estimated to be \$188,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel

arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$30,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$30,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that there are 1335 Class Members who collectively worked a total of 82,097 Workweeks [37,885 pay periods], and 1,335 Aggrieved Employees who worked a total of 37,885 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount in three installments by transmitting the funds to the Administrator as follows: The first installment of \$165,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made within thirty (30) days of Preliminary Approval ("First Installment"). The second installment of \$200,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made eleven (11) months after the First Installment is made ("Second Installment"). The third installment of \$200,000, along with the amounts necessary to pay Defendants' share of payroll taxes applicable this amount, shall be made twelve (12) months after the Second Installment is made ("Third Installment"). In the event Defendants default on any of the payments set forth in this section, Defendants agree that all payments still due and owing on the payment of the Gross Settlement Amount, less any payments received, shall be accelerated and due immediately.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. On a pro rata basis, the Administrator shall proportionately make a total of two (2) payment distributions with the first distribution to be made within thirty (30) days of the Effective Date and the second distribution to be made within thirty (30) days of the final

payment of the Third Installment. For each of these two (2) distributions, the Administrator will mail pro-rata checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments

to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

(b) Plaintiff's Other Claim. Plaintiff represents that he has a claim against Defendants other than the Class claims and PAGA claims. This other claim is the Wrongful Termination Claim which Plaintiff is separately settling. Class Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's separate individual Wrongful Termination Claim is unrelated to and separate from the settlement of the Class claims and PAGA claims and is based on separate facts and claims.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Non-Participating Class Members who are Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

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

7.1. Defendants’ Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

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

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with a Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the

Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense

Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days

before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the number of pay periods increase by more than 10% of the estimated stated herein in paragraph 4.1 by September 22, 2022, Defendants will have the option to either (a) increase the Gross Settlement Amount proportionally, or (b) shorten the release period for the Released Class Claims and the Released PAGA Claims so that there is no increase in the Gross Settlement Amount.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment

shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the

Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this

Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.

- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

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

To Defendants:

Krista M. Cabrera
Kevin Jackson
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130
Tel.: (858) 847-6700
Fax: (858) 792-6773
E-Mail: kcabrera@foley.com
kjackson@foley.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of

this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 22, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

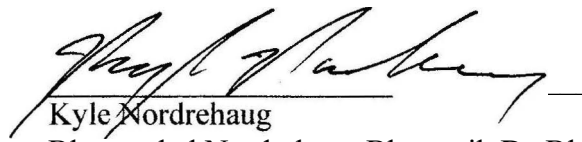
Dated: Apr 12, 2023


Juno Chua (Apr 12, 2023 13:13 CDT)
Plaintiff Juno Chua

Dated: _____

[name]
For Defendants Beecan Health LLC, California Post Acute LLC,
Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente
Care Post Acute LLC, Monrovia Post Acute LLC, and Royal
Gardens Healthcare, LLC

Dated: 4/19/23


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Krista M. Cabrera
Foley & Lardner LLP
Attorney for Defendants

this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 22, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Juno Chua



Dated: 06/05/23

Jerry Shapiro, Authorized Signatory
For Defendants Beecan Health LLC, California Post Acute LLC,
Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente
Care Post Acute LLC, Monrovia Post Acute LLC, and Royal
Gardens Healthcare, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff



Dated: 06/05/2023

Krista M. Cabrera
Foley & Lardner LLP
Attorney for Defendants

EXHIBIT A

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

EXHIBIT "A"

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

***Chua vs. Beecan Health LLC, Superior Court of the State of California,
County of Los Angeles, Case No. 21STCV24458***

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

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by Plaintiff Juno Chua ("Plaintiff") and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by one or more Defendants in California who were classified as non-exempt employees during the Class Period (March 5, 2020 through September 22, 2022) ("Class Members"), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by one or more Defendants in California who were classified as non-exempt employees and who worked during the PAGA Period (March 5, 2020 to September 22, 2022) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency ("LWDA") and to Aggrieved Employees.

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants' records you are not eligible for that payment.)

The above estimates are based on Defendants' records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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

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

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

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

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

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

to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7 before Judge Lawrence P. Riff. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff Juno Chua is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Sixty-Five Thousand Dollars (\$565,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount in three installments by transmitting the funds to the Administrator as follows: The first installment of \$165,000, along with the amounts necessary to pay Defendants’ share of payroll taxes applicable this amount, shall be made within thirty (30) days of Preliminary Approval (“First Installment”). The second installment of \$200,000, along with the amounts necessary to pay Defendants’ share of payroll taxes applicable this amount, shall be made eleven (11) months after the First Installment is made (“Second Installment”). The third installment of \$200,000, along with the amounts necessary to pay Defendants’ share of payroll taxes applicable to this amount, shall be made twelve (12) months after the Second Installment is made (“Third Installment”). The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is no longer subject to appeal. On a pro rata basis, the Administrator shall proportionately make a total of two (2) payment distributions with the first distribution to be made within thirty (30) days of the Effective Date and the second distribution to be made within thirty (30) days of the final payment of the Third Installment. For each of these two (2) distributions, the Administrator will mail pro-rata checks for all Individual Class Payments to Participating Class Members.

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

of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$30,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$183,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$10,000 relating to Plaintiff's claim under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is March 5, 2020 to September 22, 2022.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period

and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class

Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claim. The “Released Class Claims” are all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA Claims” are all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and the PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked <<____>> Workweeks during the Class Period (March 5, 2020 through September 22, 2022).

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

Defendants' records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (March 5, 2020 to September 22, 2022). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you**

will retain the right to sue Defendant for the Released Class Claims. However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties amount is \$10,000, of which \$2,500 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Chua v. Beecan Health LLC* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Chua v. Beecan Health LLC*, Case No. 21STCV24458. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Chua v. Beecan Health LLC* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV24458.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Chua v.*

Beecan Health LLC, Case No. 21STCV24458, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Krista M. Cabrera
Kevin Jackson
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 7 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Lawrence P. Riff. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court

will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Chua v. Beecan Health LLC*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV24458.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Chua v. Beecan Health LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Chua v. Beecan Health LLC*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV24458. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUNO CHUA, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

BEECAN HEALTH LLC, a California
Limited Liability Company; SERRANO POST
ACUTE, LLC, a California Limited Liability
Company; CORONA POST ACUTE, LLC, a
California Limited Liability Company;
CALIFORNIA POST ACUTE LLC, a
California Limited Liability Company; LA
FUENTE CARE POST ACUTE LLC, a
California Limited Liability Company;
MONROVIA POST ACUTE, LLC, a
California Limited Liability Company;
ROYAL GARDENS HEALTHCARE, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV24458

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: July 1, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Lawrence P. Riff of the Superior Court of the State
2 of California, in and for the County Los Angeles, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiff Juno Chua (“Plaintiff”) for preliminary approval of the Settlement
4 with Defendants Beecan Health LLC, California Post Acute LLC, Serrano Post Acute, LLC,
5 Corona Post Acute, LLC, La Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal
6 Gardens Healthcare, LLC (“Defendants”). The Court, having considered the briefs, argument of
7 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

9
10 **IT IS HEREBY ORDERED:**

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

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

19 3. The Gross Settlement Amount that Defendants shall pay is Five Hundred Sixty-
20 Five Thousand Dollars (\$565,000). It appears to the Court on a preliminary basis that the
21 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
22 when balanced against the probable outcome of further litigation and the significant risks relating
23 to certification, liability and damages issues. It further appears that investigation and research
24 have been conducted such that counsel for the Parties are able to reasonably evaluate their
25 respective positions. It further appears to the Court that the Settlement will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27

1 further prosecution of the Action. It further appears that the Settlement has been reached as the
2 result of serious and non-collusive, arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
11 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
13 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
16 representative treatment and certification of a class for settlement purposes only. This stipulation
17 will not be deemed admissible in this or any other proceeding should this Settlement not become
18 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
19 "all individuals who are or previously were employed by one or more Defendants in California
20 who were classified as non-exempt employees during the Class Period." The "Class Period" is
21 March 5, 2020 through September 22, 2022.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
28

1 the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class
2 action is superior to other available methods for the efficient adjudication of this controversy; and
3 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
4 representative of the Class.

5 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

8 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
9 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
10 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
11 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved
12 Employees” are all individuals who are or previously were employed by one or more Defendants
13 in California who were classified as non-exempt employees and who worked during the PAGA
14 Period (March 5, 2020 to September 22, 2022). Pursuant to Labor Code section 2699, subdivision
15 (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court
16 finds the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
23 the requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
27 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
28

1 address for the Class Member no later than seven (7) days after the receipt of the undelivered
2 Class Notice.

3 11. The Court hereby appoints ILYM Group as the Administrator. No later than fifteen
4 (15) days after this Order, Defendants will provide the Class Data to the Administrator. The
5 Administrator will perform address updates and verifications as necessary prior to the first
6 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
7 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
8 Class Members via first-class regular U.S. Mail to their last known address.

9 12. The Court hereby preliminarily approves the proposed procedure for exclusion
10 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
11 from the Class as provided in the Class Notice by following the instructions for requesting
12 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
13 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
14 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
15 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
16 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
17 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
18 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
19 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
20 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
21 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
22 group, class, or subclass of individuals is not permitted and will be deemed invalid.

23 13. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express the Member’s views regarding the Settlement, and may present
25 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
26 and determined by the Court as provided in the Class Notice. Class Members will have until the
27 Response Deadline to submit their written objections to the Administrator. Written objections
28

1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
4 Hearing to make an oral objection.

5 14. A final approval hearing shall be held before this Court on _____
6 _____ at _____ in Department 7 at the Spring Street Courthouse of the Los
7 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
8 fees and costs, and to determine all necessary matters concerning the Settlement, including:
9 whether the proposed settlement of the Action on the terms and conditions provided for in the
10 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
11 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
12 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
13 Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
14 expenses of the Administrator. All papers in support of the motion for final approval and the
15 motion for attorneys' fees, costs and service award shall be filed with the Court and served on all
16 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at
17 this final approval hearing.

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

evidence of a presumption, concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUNO CHUA, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

BEECAN HEALTH LLC, a California
Limited Liability Company; SERRANO POST
ACUTE, LLC, a California Limited Liability
Company; CORONA POST ACUTE, LLC, a
California Limited Liability Company;
CALIFORNIA POST ACUTE LLC, a
California Limited Liability Company; LA
FUENTE CARE POST ACUTE LLC, a
California Limited Liability Company;
MONROVIA POST ACUTE, LLC, a
California Limited Liability Company;
ROYAL GARDENS HEALTHCARE, LLC, a
California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 21STCV24458

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lawrence P. Riff
Dept: SS-7

Date Filed: July 1, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Juno Chua (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants Beecan
3 Health LLC, California Post Acute LLC, Serrano Post Acute, LLC, Corona Post Acute, LLC, La
4 Fuente Care Post Acute LLC, Monrovia Post Acute LLC, and Royal Gardens Healthcare, LLC
5 (“Defendants”), attorneys’ fees and costs, service payment, and the expenses of the Administrator
6 duly came on for hearing on _____ before the Honorable Lawrence P. Riff.

7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Sixty-Five
17 Thousand Dollars (\$565,000) and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiff and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

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

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

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
25 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
16 Period Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
17 employed by one or more Defendants in California who were classified as non-exempt employees
18 and who worked during the PAGA Period (March 5, 2020 to September 22, 2022). Pursuant to
19 Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
20 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
21 Penalties to be reasonable.

22 **II.**

23 **ORDERS**

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

25 1. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by one or more Defendants in
28 California who were classified as non-exempt employees during the Class Period
(March 5, 2020 through September 22, 2022).

 FINAL APPROVAL ORDER AND JUDGMENT

1 2. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
3 REFERENCE TO IDENTIFY ANY OPT OUTS].
4

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

7 4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
8 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
9 compensation or reimbursement from Defendants, Plaintiff or members of the Class.

10 5. The payment of Class Representative Service Payment in the amount of \$_____ to the Plaintiff is approved.

11 6. The payment of \$_____ to the Administrator for its fees and expenses is
12 approved.

13 7. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance
14 with the Agreement.

15 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
16 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
17 entry.

18 9. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
19 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
20 any wrongdoing by Defendants or that this Action is appropriate for class or representative
21 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
22 the Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
24 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
25 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
26 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
27 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
28

1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

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

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

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

20 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 3. All Parties shall bear their own attorneys' fees and costs, except as otherwise
25 provided in the Agreement and in this Final Approval Order and Judgment.

26 4. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
28

1 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
2 release claims against all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claim. The “Released Class
6 Claims” are all class claims pled or could have been pled based on the factual allegations
7 contained in the Operative Complaint which occurred during the Class Period. Except as expressly
8 set forth in this Agreement, Participating Class Members do not release any other claims,
9 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
10 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
11 claims based on facts occurring outside the Class Period.

12 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from all of the Released PAGA
15 Claims. The “Released PAGA Claims” are all PAGA claims pled or could have been pled based
16 on the factual allegations contained in the Operative Complaint and the PAGA Notice sent by
17 Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released
18 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
19 wrongful termination, discrimination, unemployment insurance, disability and worker’s
20 compensation, and claims outside of the PAGA Period.

21 (c) Plaintiff and his or her respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
23 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
24 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
25 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
26 that were, or reasonably could have been, alleged based on facts contained in the Operative
27 Complaint, Plaintiff’s PAGA Notice (“Plaintiff’s Release”) as fully set forth in the Agreement.

1 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
5 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 6. The Court hereby enters judgment in the entire Action as of the filing date of this
7 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
8 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
9 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
10 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

12
13 Dated: _____

14
15 _____
HON. LAWRENCE P. RIFF
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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

FEBRUARY 6, 2024

JUNO CHUA

RE: SERRANO POST ACUTE LLC
FILE NUMBER: CA2362.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/23/21	ND	REVIEW ORIGINAL INTAKE NOTES. LEGAL RESEARCH IN STATE AND FEDERAL COURT FOR RELATED LITIGATION. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA AND FINANCIALS. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND CLAIMS.	3.40	850	2,890.00
02/25/21	ND	REVIEW AND ANALYZE DOCS AND EMAILS FROM PLAINTIFF REGARDING HARASSMENT AND RETALIATION CLAIMS UNDER 1102.5 AND OFF THE CLOCK WORK TASKS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO OBTAIN FACTS.	4.20	850	3,570.00
02/27/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH. STATUS UPDATE WITH PLAINTIFF.	4.40	850	3,740.00
03/01/21	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.50	850	3,825.00
03/03/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CALL	4.50	850	3,825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WITH PLAINTIFF TO GO OVER REVISIONS AND PROCESS OF LAWSUIT. REVISE COMPLAINT.			
03/04/21	ND	REVIEW DOCS AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.00	850	1,700.00
03/05/21	ND	DRAFT PAGA NOTICE. REVIEW CLAIMS AND UPLOAD TO LWDA WEBSITE.	2.00	850	1,700.00
05/18/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
05/19/21	SB	REVISE COMPLAINT FOR FILING	2.80	450	1,260.00
06/29/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	2.50	675	1,687.50
06/29/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
06/30/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; FINALIZE; SEND TO ND FOR REVIEW & AUTHORIZATION OF SAME DAY FILING	2.30	675	1,552.50
07/01/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION FOR CLASS ACTION CASE	0.50	675	337.50
07/01/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	675	2,700.00
07/01/21	RE	PREPARE SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION RE PAGA ONLY ACTION	0.50	675	337.50
07/01/21	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.60	675	405.00
07/01/21	ND	REVIEW PAGA NOTICE. DISCUSS WITH R. EHMANN. REVIEW AND REVISE PAGA ONLY COMPLAINT.	1.90	850	1,615.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ANALYZE VENUE ISSUE. STATUS UPDATE TO PLAINTIFF.			
07/02/21	RE	FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.50	675	337.50
07/02/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE; RE PAGA ONLY ACTION	0.50	675	337.50
07/06/21 15	VR	REVIEW COMPLAINT, CASE NOTES, AND COURT'S ORDER AND ASSIGNMENT	1.00	750	750.00
07/06/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND INITIAL CMC	0.60	675	405.00
08/03/21	RE	PROVIDE NOTICE TO LWDA OF PAGA FILING	0.40	675	270.00
08/11/21	RE	PREPARE SERVICE OF PROCESS DOCUMENTS FOR 7 DEFENDANTS; IDENTIFY REGISTERED AGENT FOR ALL DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION CASE	1.50	675	1,012.50
08/11/21	RE	PREPARE SERVICE OF PROCESS DOCUMENTS FOR 7 DEFENDANTS; IDENTIFY REGISTERED AGENT FOR ALL DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX RE PAGA ONLY ACTION	1.20	675	810.00
08/17/21	RE	CHECK STATUS OF SERVICE OF PROCESS; MEMO TO FIRM RE 10-DAY EXP. PERIOD TO SERVE WRITTEN DISCOVERY	0.20	675	135.00
08/23/21	RE	FILE PROOF OF SERVICE RE 7 DEFENDANTS RE CLASS ACTION;	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEMO TO FIRM			
08/23/21	RE	FILE PROOF OF SERVICE OF SUMMONS RE 7 DEFENDANTS IN PAGA ONLY ACTION; MEMO TO FIRM	0.70	675	472.50
09/01/21	PM	REVIEW AND ANALYZE LEGAL AND FACTUAL ALLEGATIONS; REVIEW ORDER SETTING INITIAL CMC AND COMPLAINT.	1.00	750	750.00
09/01/21	CJ	RESEARCH CASE SATUS, CASE NOTES AND COMPLAINT FOR PURPOSES OF DRAFTING A CMC STATEMENT TO THE COURT	1.00	550	550.00
09/02/21	KH	REVIEW/REVISE REQUEST TO CONTINUE CASE MANAGEMENT CONFERENCE; DRAFT PROOF OF MAIL SERVICE FOR ALL NAMED DEFENDANTS; SUBMIT TO MESSENGER SERVICE FOR HARD COPY FILING (COMPLEX).	0.60	250	150.00
09/02/21	PM	REVIEW CASE FILE AND CLIENT DOCUMENTS; REVIEW AND REVISE REQUEST TO CONTINUE CMC.	0.50	750	375.00
09/02/21	CJ	DRAFT REQUEST TO CONTINUE CMC, DETERMINE TIMING FOR SERVICE OF COMAPLINT AND CLAIMS AT ISSUE, EVAL WHEN DEF WILL APPEAR	1.00	550	550.00
09/09/21	RE	FILE PROOFS OF SERVE RE CLASS ACTOIN FILE IN LA SUP. CT.	0.50	675	337.50
09/09/21	RE	E-FILE 7 POS OF SUMMONS FOR ALL DEFENDANTS IN L.A. SUP. CT.	0.70	675	472.50
09/09/21	CJ	PREPARE FOR AND APPEAR AT CMC, MEMORILAIZE SAME AND EVALUATE STATUS OF/ TIMING FOR SERVICE OF COMPLAINT	1.00	550	550.00
09/10/21	KH	DRAFT NOTICE OF RULING AT CASE MANAGEMENT CONFERENCE; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH MAIL	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVICE ON DEFENDANTS.			
09/14/21	CJ	DETERMINE E SERVICE PROVIDER AND DRAFT ORDER TO THE COURT RE SAME, SENT FOR FILING	0.50	550	275.00
09/15/21	KH	FINALIZE PROPOSED ORDER RE E-SERVICE/PROVIDER AND PROOF OF SERVICE; INSTRUCT MESSENGER SERVICE RE HARD COPY FILING AND COURTESY COPY DELIVERY; MAIL SERVE ON ALL DEFENDANTS.	0.40	250	100.00
09/20/21	KH	DRAFT INITIAL DISCOVERY TO ALL DEFENDANTS IN PAGA ACTION: SPECIAL INTERROGATORIES, INCLUDING DRAFT BELAIRE-WEST NOTICE; FORM INTERROGATORIES-EMPLOYMENT LAW WITH ADDITIONAL DEFENDANT PAGE; REQUESTS FOR ADMISSIONS; REQUESTS FOR PRODUCTION; PMK DEPOSITION NOTICE.	2.20	250	550.00
09/29/21	CJ	EVALUATE RELATED ACTION'S COMPLAINT AND ANNOTATE DIFFERENCES WITH OUR PAGA COMPLAINT	1.00	550	550.00
09/30/21	RE	CONFER W C JAMES RE MATTER INVOLVING SERVICE OF PROCESS/SUB-SERVICE AND REQUEST BY D COUNSEL TO SERVE VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT	0.30	675	202.50
09/30/21	CJ	PREPARE FOR MEET AND CONFER CALL WITH DEF BY CONTINUEING TO EVALUATE RELATED CASE, ADN 7 ENTITY DEF'S RELATIONSHIP WITH EACH OTHER, RESEARCH CRC RE TOPICS FOR M&C	1.00	550	550.00
09/30/21	CJ	CONDUCT T/C WITH DEF COUNSEL TO M&C ON CASE	0.50	550	275.00
09/30/21	CJ	RESEARCH SERVICE ISSUE AND CONFER WITH RE RE SAME	0.75	550	412.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/04/21	KH	FINALIZE INITIAL DISCOVERY IN PAGA ACTION, INCLUDING PMK DEPOSITION NOTICE AND BELAIRE-WEST NOTICE; PREPARE FOR SERVICE ON ALL COUNSEL.	0.80	250	200.00
10/05/21	PM	REVIEW STATUS OF PAGA ACTION AND CLASS ACTION AND STATUS OF DISCOVERY; STRATEGIZE RE DISCOVERY.	1.00	750	750.00
10/05/21	CJ	EVALUATE, REVIEW, REVISE, SET 1 DISCOVERY REQUESTS FOR FINLIZATION AND SERVICE	1.50	550	825.00
10/06/21	KH	DRAFT CLASS ACTION INITIAL DISCOVERY TO DEFENDANTS, SET ONE: FORM INTERROGAOTRIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE WEST NOTICE); REQUESTS FOR PRODUCTION OF DOCUMENTS; REQUEST FOR ADMISSIONS; DEFENDANTS' PMK DEPOSITION NOTICE.	1.90	250	475.00
10/07/21	PM	REVIEW AND REVISE DRAFT JOINT STATUS CONFERENCE STATEMENT; ADVISE CJ RE REVISIONS; REVIEW CLIENT DOCUMENTS AND ANALYZE.	0.50	750	375.00
10/07/21	CJ	RESEARCH ORDER OF COURT, EVALUATE NOTES RE DEF COUNSEL POSITION, ANALYZE COMPLAINT, CASE NOTES, DRAFT JOINT REPORT	1.50	550	825.00
10/07/21	CJ	RESEARCH E-SERVICE PROVIDER ISSUE, ANALTZE DOCKET, ADVISE PM OF SAME AND PROCEDURE FOR ADDRESSING	0.75	550	412.50
10/08/21	CJ	ANALYZE INCORPORATIONS TO JOINT REPORT FROM DEF, CORRESPOND RE SAME, DEF SENT FOR FILING	0.50	550	275.00
10/14/21	KH	FINALIZE PLAINTIFF'S CASE MANAGEMENT STATEMENT WITH	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		UPDATED SERVICE LIST OF DEFENSE COUNSEL; PREPARE FOR SUBMISSION TO COURT AND E-SERVICE ON ALL PARTIES.			
10/14/21	PM	REVIEW STATUS OF ACTION AND DOCKET.	0.30	750	225.00
10/14/21	CJ	REVISE CMC ST FOR PAGA ACTION FOR FILING	0.50	550	275.00
10/14/21	CJ	FACILITATE CASE ANYWHERE SET UP WITH VENDOR ADN DEF COUNSEL, DETERMINE PROCEDURE FOR ADVISING COURT	0.50	550	275.00
10/18/21	CJ	PREPARE FOR AND APPEAR AT CMC IN TEH CLASS ACTION	1.50	550	825.00
10/19/21	CJ	FINALIZE, DRAFT POS, FILE AND SERVE PROPOSED ORDER RE E-SERVICE PROVIDER	0.50	550	275.00
10/19/21	CJ	FINALIZE, DRAFT POS, FILE AND SERVE NOTICE OF RULING	0.50	550	275.00
11/01/21	CJ	ANALYZE CLIENT DOCUMETNS, COMPLAINT, FOR RELATIONSHIP BETWEEN DEFENDANT ENTITIES	1.00	550	550.00
11/02/21	PM	REVIEW CASE DOCUMENTS AND COMPLAINT; STRATEGIZE RE DISCOVERY.	1.00	750	750.00
11/04/21	CJ	PREPARE FOR CMC HEARING, EVALUATE REPORT AND STATUS OF CLAIMS, CMO	1.00	550	550.00
11/04/21	CJ	APPEAR AT CMC	1.00	550	550.00
11/08/21	PM	REVIEW DEF. RESPONSES TO DISCOVERY AND STRATEGIZE RE MEET AND CONFER REGARDING DEFICIENT RESPONSES; RESEARCH RE DEF. ENTITIES; CONFERENCE WITH ND RE ACTION, CLAIMS, AND DEFENDANTS; ADVISE CJ RE NEXT STEPS REGARDING DISCOVERY.	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/08/21	CJ	ADVISE AND DISCUSS WITH PM ENTITY STATUS OF DEFENDANTS AND DEF POSITION WITH RESPECT TO THE BEECAN ENTITIES IN PREPARATION FOR DETERMINEING WHETHRE DISCMISSAL IS APPROPRIATE	1.00	550	550.00
11/11/21	CJ	RESEARCH ARB AGREEMENT ISSUE ADN STRATEGIZE RE PROCEEDING WITH PAGA ONLY	0.50	550	275.00
11/12/21	CJ	ANALYZE DEFEDNATN'S SET 1 DISCOVERY RESPONSES, RESEARCH STATUS OF CASE AND CLAIMS INCLUDING SUBSIDIARY ENTITIES OF DEF, EVALAUTE P'S WAGE STATEMENTS RE ENTITY EMPLOYER, DRAFT MEET ADN CONFER LETER TO DEFENDANT CITING TO CALIFORNIA AUTHORITY FOR SUPPLEMENTATION	2.00	550	1,100.00
11/16/21	KH	DRAFT REQUEST AND [PROPOSED] ORDER TO DISMISS CLASS ACTION AND SUPPORTING DECLARATION PER CRC RULE 3.770.	0.60	250	150.00
11/16/21	RE	REVIEW DRAFT REQUEST FOR DISMISSAL & 3.770 DECLARATION RE CLASS ACTION; EMAIL TO CJAMES RE DISMISSAL REQUEST/DEC	0.30	675	202.50
11/16/21	CJ	RESEARCH CLASS ACTION COAS, RESEARCH CASE NOTES, AND DRAFT REQUEST FOR DISMISSAL OF ACTION AND DRAFT DECLARAION IN SUPPORT, ADVISE RE AND SENT FOR FIING	1.50	550	825.00
11/17/21	KH	FINALIZE REQUEST AND PROPOSED ORDER FOR DISMISSAL OF CLASS ACTION AND SUPPORTING DECLARATION; PREPARE FOR SUBMISSION TO COURT WITH PROOF OF SERVICE VIA CASE ANYWHERE.	0.50	250	125.00
11/17/21	CJ	CONTNIUE EVALUATION OF ENTITY ISSUE AND REVIEW DEF'S	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISCOVERY RESPONSES IN PREPARATION FOR MEETING ADN CONFERRING VIA T/C WITH DEF, CONDUCT T/C WITH DEF AND MEMORIALIZE CONVERSATION TO DEF			
12/03/21	CJ	EVALUATE BELAIRE NOTICE, DRAFT FOLLOW UP MEET ADN CONFER CORRESPONDENCE, SENT BELAIRE WEST NOTICE.	0.50	550	275.00
12/06/21	PM	REVIEW STATUS OF DISCOVERY DISPUTE AND DEF. CORRESPONDENCES; ADVISE CJ RE NEXT STEPS RE DISCOVERY AND DEF. DEFICIENT RESPONSES TO DISCOVERY.	0.50	750	375.00
12/06/21	CJ	EVALUATE STATUS OF MEDIATION AND ANALYZE DISCOVERY DEADLINES AND DATES, CORRESPOND WITH DEF RE SAME	0.50	550	275.00
12/07/21	CJ	DETERMINE/ STRATEGIZE TRIAL CONTINUANCE AND WHETHER COURT WILL CONTINUE TRIAL IN LIGHT OF A CALNEDARED MEDIATION, DETERMINE NEXT STEPS RE COMPEL DEADLINE	0.75	550	412.50
12/09/21	PM	REVIEW AND REVISE STIPULATION TO CONTINUE TRIAL DATES; ADVISE CJ	0.50	750	375.00
12/09/21	AJB	REVIEW/ANALYZE MEDIATION CONFIRMATION CORR AND ASSESS MEDIATION PREP STATUS.	2.00	895	1,790.00
12/09/21	CJ	EVALUATE STATUS OF CASE ADN CLAIMS INCLUDING DISCOVERY, DRAFT STIPULATION TO CONTINUE ALL TRIAL AND DISCOVERY DATES, REVISE, SENT TO PM	1.50	550	825.00
12/14/21	PM	ANALYZE STATUS OF DISCOVERY DISPUTE AND STRATEGIZE RE TRIAL DATE AND CONTINUANCE OF TRIAL	0.50	750	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DATE TO ACCOMMODATE MEDIATION.			
12/15/21	KH	DRAFT STIPULATION AND ORDER TO CONTINUE TRIAL DATES.	0.40	250	100.00
12/15/21	CJ	FINAL EVALUATION OF STIPULATION TO CONTINUE DATES, SENT TO KH FOR FINALIZATION AND FILING/ SERVICE	0.50	550	275.00
12/17/21	CJ	STRATEGIZE MTC WITH PM AND REQUEST MTC HEARING DATES BE RESERVED WITH KH	0.75	550	412.50
12/20/21	PM	REVIEW DOCKET AND MINUTE ORDER RE TRIAL BEING VACATED; ADVISE CJ RE THE SAME.	0.50	750	375.00
12/20/21	CJ	RESEARCH STATUS OF ORDER TO CONTINUE TRIAL DATES AND DETERMINE REJECTED, STRATEGIZE NEXT STEPS	1.00	550	550.00
12/21/21	KH	RESEARCH COURT'S WEBSITE FOR MINUTE ORDER RE TRIAL DATE; DOWNLOAD AND CIRCULATE.	0.10	250	25.00
12/21/21	CJ	DRAFT MEDIATION DATA AND DOCUMENT REQUEST TO DEF AND SENT TO AJB FOR REVIEW, SENT TO OPC	0.75	550	412.50
12/21/21	CJ	RESEARCH PROCEDURAL POSTURE OF CASE, DISCOVERY COMPLETED TO DATE, CLAIMS AT ISSUE, AND EVALUTE DOCUMENTS IN 1198 FILE AND P'S FILE FOR PURPOSES OF PREPARING MEDIATION DATA AND DOC REQUEST TO DEF	1.50	550	825.00
12/27/21	KH	COMPILE, ORGANIZE AND BATES NUMBER CLIENT DOCUMENTS, INCLUDING DOCUMENTS PRODUCED BY DEFENDANT PER CCP 1198.5.	1.10	250	275.00
01/22/22	ND	REVIEW MEAL AND REST BREAK POLICIES. ANALYZE PAY STUBS FOR	3.20	850	2,720.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEAL AND REST PENALTIES PAID. RESEARCH DONOHUE HOLDING AND ISSUES REGARDING CLASS CERTIFICATION OF MEAL AND REST BREAK CLAIMS. STATUS UPDATE TO PLAINTIFF.			
01/26/22	PM	REVIEW CLIENT DOCUMENTS AND ANALYZE ARB AGREEMENT.	0.50	750	375.00
04/08/22	CJ	ANALYZE 1198 FILE AND CORRESPOND WITH OPC RE MEDAITION	1.50	550	825.00
04/13/22	CJ	RESEARCH STATUS OF DISCOVERY RESPONSES, REVIEW CASE STATUS AND POSTURE, DETERMINE NUMBER OF AE'S	1.00	550	550.00
04/13/22	CJ	CONDUCT T/C WITH DEF, ANALYZE NEXT STEPS	1.00	550	550.00
04/14/22	CJ	EVALAUTE AND ANALYZE 3 ARBITRATION AGREEMENTS FROM 3 DEFS FOR PURPOSES OF DETERMINING PAGA CARVE OUT	1.00	550	550.00
06/01/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. ANALYZE DISCOVERY TO DATE. REVIEW WAGE AND HOUR POLICY DOCUMENTS. RESEARCH 2802 AND 512 RECENT COURT OPINIONS.	5.30	850	4,505.00
06/03/22	ND	ANALYZE ALL PAY STUBS EXEMPLARS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS SETTLEMENT AUTHORITY AND FACTS FOR MEDIATION BRIEF.	4.20	850	3,570.00
06/04/22	ND	DRAFT MEDIATION BRIEF. ANALZYE FACTS AND SETTLEMENT ISSUES.	7.00	850	5,950.00
06/06/22	ND	LEGAL RESEARCH REGARDING PREVIOUS SETTLEMENTS WITH	3.30	850	2,805.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SIMILAR WORKWEEKS AND CLAIMS FOR MEDIATION VALUATION. ANALYZE 204 LATE PAYMENT OF WAGE CLAIMS UNDER CAL. LAB. CODE SECTION 204.			
06/07/22	PM	REVIEW AND ANALYZE PLAINTIFF AND DEF. DOCUMENTS; PREPARE EXHIBIT BOOK; ANALYZE LEGAL AND FACTUAL ISSUES; UPDATE CASE NOTES.	1.50	750	1,125.00
06/07/22	KH	REVIEW, COMPILE, ORGANIZE AND BATES NUMBER DOCUMENTS PRODUCED BY PLAINTIFF.	1.10	250	275.00
06/07/22	CJ	ANALYZE EXHIBIT BOOK AND P'S WAGE STATEMENTS	1.00	550	550.00
06/07/22	CJ	RESEARCH LC 226 AND 207	0.75	550	412.50
06/09/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.40	450	1,080.00
06/14/22	PM	REVIEW DEF. DOCUMENTS; DISCUSS LEGAL ISSUES WITH AJB.	0.50	750	375.00
06/14/22	ND	REVIEW AND ANALYZE ALL EXHIBITS TO MEDIATION BRIEF. CONFERENCE WITH PLAINTIFF TO UPDATE ON MEDIATION PROCESS. ANALYZE EXPERT REPORT AND PENALTY ANALYSIS. PREPARE FOR MEDIATION.	3.50	850	2,975.00
<u>TOTAL BILLED HOURS</u>					
A.J.BHOWMIK		2.00 hr @ 895.00	\$	1,790.00	
CHARLOTTE JAMES		38.50 hr @ 550.00	\$	21,175.00	
KARLA HORNE		10.70 hr @ 250.00	\$	2,675.00	
NICK DEBLOUW		53.40 hr @ 850.00	\$	45,390.00	
PIYA MUKHERJEE		10.30 hr @ 750.00	\$	7,725.00	
RICO EHMANN		18.70 hr @ 675.00	\$	12,622.50	
SCOTT BLUMENTHAL		8.00 hr @ 450.00	\$	3,600.00	
VICTORIA RIVAPALACIO		1.00 hr @ 750.00	\$	750.00	
TOTAL PROFESSIONAL SERVICES			142.60		<u>\$ 95,727.50</u>

COSTS ADVANCED

03/05/21	PAGA FILING FEE	0.00
07/02/21	ONE LEGAL/FILING FEE	464.51
07/07/21	ONELEGAL/FILING FEE	1,716.69
07/07/21	ONELEGAL/FILING FEE	464.51
08/19/21	COURT FEE FOR DOCUMENTS FROM DOCKET	5.40
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	65.95
08/31/21	MESSENGER - KNOX	120.95
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	71.55
08/31/21	MESSENGER - KNOX	126.55
08/31/21	MESSENGER - KNOX	58.83
08/31/21	MESSENGER - KNOX	74.52
09/01/21	ARB FEE/JAMS	409.25
09/09/21	ONELEGAL/FILING FEE	16.68
09/09/21	ONLINE LEGAL COURIER FEE.	29.90
09/09/21	ONLINE LEGAL COURIER FEE.	31.40

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
09/10/21	ONELEGAL/FILING FEE	211.30
09/10/21	ONELEGAL/FILING FEE	44.01
09/14/21	LA SUPERIOR COURT DOCUMENT DOWNLOAD FEE - RELATED ACTION COMPLAINT	11.00
09/30/21	MESSENGER - KNOX	49.75
09/30/21	MESSENGER - KNOX	113.75
10/14/21	ONE LEGAL FILING FEE	16.68
10/15/21	ONE LEGAL FILING FEE	16.68
10/19/21	ONE LEGAL FILING FEE	16.68
10/19/21	ONE LEGAL FILING FEE	16.68
10/20/21	ONE LEGAL FILING FEE	39.38
10/21/21	ONE LEGAL FILING FEE	40.41
11/17/21	ONE LEGAL FILING FEE	16.68
12/08/21	MEDIATION FEES - KRIVIS.	9,000.00
12/15/21	ONE LEGAL FILING FEE	40.36
01/05/22	CASE ANYWHERE	150.60
01/07/22	CASE ANYWHERE	<u>150.60</u>
	TOTAL COSTS ADVANCED	<u>\$ 14,278.75</u>
TOTAL CURRENT CHARGES		<u>\$110,006.25</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 02/06/2024
Due On: 03/07/2024

Juno Chua
4215 Haven Crest Lane
Fulshear, TX 77441

CA2362

Beecan Health LLC; Serrano Post Acute, LLC; Corona Post Acudte, LLC; California Post Acute LLC; La Fuente Care Post Acute LLC; Monrovia Post Acute, LLC; Royal Gardens Healthcare, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/17/2022	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/21/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/22/2022	Draft Case Management Statement: Draft Case Management Statement; Finalize and prepare for submission to Court with E-service on all counsel.	0.60	\$250.00	\$150.00
Service	06/22/2022	Research docket re status of CMC	0.50	\$550.00	\$275.00
Service	06/22/2022	coordinate with KH to ensure CMC St. is revised and filed	0.50	\$550.00	\$275.00
Service	06/22/2022	Prep for and attend mediation.	10.00	\$895.00	\$8,950.00
Service	06/22/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	06/27/2022	Review and analyze mediation notes. Status update to Plaintiff. Review case file and court docket.	1.00	\$850.00	\$850.00
Service	06/28/2022	Review med proposal, analyze, advise AJ.	2.00	\$995.00	\$1,990.00
Service	07/05/2022	Review corr between mediator/attorneys as to settlement. Advise partners of settlement. Draft/ciculate	2.50	\$895.00	\$2,237.50

MOU.					
Service	07/06/2022	Evaluate case and status in preparation for CMC	1.00	\$550.00	\$550.00
Service	07/07/2022	Prepare for and attend CMC, memorialize same to firm	1.00	\$550.00	\$550.00
Service	07/13/2022	Review MOU, analyze for final	2.00	\$995.00	\$1,990.00
Service	07/28/2022	Evaluate status of settlement and continue MTC deadlines	0.25	\$550.00	\$137.50
Service	07/29/2022	Review status and final MOU; analysis of procedure; memo to staff	0.50	\$950.00	\$475.00
Service	07/29/2022	Review and analyze MOU; draft amended complaint.	1.00	\$750.00	\$750.00
Service	07/29/2022	Review/sign/circulate MOU.	1.00	\$895.00	\$895.00
Service	07/29/2022	Review and analyze MOU terms. Send to Plaintiff for signature. Analyze case notes and mediation notes. Conference with Plaintiff to discuss terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	07/30/2022	Analyze settlement for MOU, advise PM	2.00	\$995.00	\$1,990.00
Service	08/01/2022	Draft amended complaint.	0.50	\$750.00	\$375.00
Service	08/09/2022	Draft form agreement for use in settlement from adapting LA form	2.50	\$950.00	\$2,375.00
Service	09/01/2022	Review docs, analyze re long form.	2.00	\$995.00	\$1,990.00
Service	09/08/2022	Review MOU and analyze; draft settlement agreements.	4.00	\$750.00	\$3,000.00
Service	09/09/2022	Review long form, analyze re approval issues.	2.00	\$995.00	\$1,990.00
Service	09/12/2022	Review issues from NBB; review emails; research and respond to issues	0.75	\$950.00	\$712.50
Service	09/12/2022	Revise agreement for final, advise KN.	2.50	\$995.00	\$2,487.50
Service	09/19/2022	Evaluate case status, evaluate claims and prior statements and orders filed to date, research requirement for CMC St.	1.00	\$550.00	\$550.00
Service	09/21/2022	Continue research of status of case and settlement, determine filing requirements	0.50	\$550.00	\$275.00
Service	09/21/2022	Draft OSC Statement/ Request to Vacate CMC and OSC, advise PM, evaluate PM revisions, finalize and file/ serve	1.00	\$550.00	\$550.00
Service	09/28/2022	Review and revise draft Agreement; memo to admin; email Defendant; memo to staff re revisions	2.00	\$950.00	\$1,900.00
Service	09/30/2022	Schedule remote appearance via LACC for PAGA CMC.	0.10	\$250.00	\$25.00

Service	10/03/2022	Review and revise FAC; draft stipulation for leave to file FAC.	1.75	\$750.00	\$1,312.50
Service	10/05/2022	Review status of case adn claims including status of FAC adding class claims, evaluate long form settlement agreement, review case status, research docket	1.00	\$550.00	\$550.00
Service	10/06/2022	Prep for and appear at Status Conference	1.00	\$550.00	\$550.00
Service	10/06/2022	Advise firm and correspond with OPC re status of status conference	0.50	\$550.00	\$275.00
Service	10/06/2022	Evaluate notice of ruling and revise	0.50	\$550.00	\$275.00
Service	10/06/2022	Advise all parties OSC set re settlement	0.50	\$550.00	\$275.00
Service	10/06/2022	Review status of case and claims, review docs in file, evaluate status of related case and determine whether to oppose,, evaluate venues and judges for both cases, discuss with PM	1.00	\$550.00	\$550.00
Service	10/06/2022	Review email re CMC, draft notice of ruling.	0.40	\$250.00	\$100.00
Service	10/27/2022	Review status; email Def; review response and schedule	0.30	\$950.00	\$285.00
Service	11/28/2022	Draft: draft OSC statement; review and revise stipulation re amended complaint; review correspondence between parties; advise KN	2.20	\$750.00	\$1,650.00
Service	11/28/2022	Finalize stipulation re filing of FAC, file and serve.	0.50	\$250.00	\$125.00
Service	11/28/2022	File and serve statement re OSC	0.30	\$250.00	\$75.00
Service	11/29/2022	Review notification from onelegal re partial filing rejection, adjust caption/case number and refile status conf. statement.	0.50	\$250.00	\$125.00
Service	12/08/2022	Review docket; finalize FAC; draft complex civil case questionnaire; review status of action and case management dates.	1.50	\$750.00	\$1,125.00
Service	12/08/2022	File and serve FAC and complex designation questionnaire.	0.40	\$250.00	\$100.00
Service	12/12/2022	Review Defendant revisions to the draft agreement; email Defendant regarding outstanding issue	1.50	\$950.00	\$1,425.00
Service	12/13/2022	Confer w PM re status conference re complex determination; prep for hearing; appear at hearing; draft memo summary to firm re hearing/next steps	1.50	\$675.00	\$1,012.50
Service	12/13/2022	Review email from Norm re VM from clerk, call back clerk re complex civil questionnaire.	0.30	\$250.00	\$75.00
Service	12/15/2022	Research court rules re submitting civil complex questionnaire, and submit courtesy copy via Knox.	0.50	\$250.00	\$125.00

Service	01/04/2023	Upload amended complaint to LWDA; review status of action and next steps.	0.50	\$750.00	\$375.00
Service	01/10/2023	Review complex determination order; review file & docket re status of payment; confer w team re status of P's payment of complex fee; instruct Knox to pay fee	0.70	\$675.00	\$472.50
Service	01/10/2023	Review docket and new initiation documents in PAGA action.	0.50	\$750.00	\$375.00
Service	01/13/2023	Draft pos, and serve court order re ISC, and complex determination.	0.20	\$250.00	\$50.00
Service	03/03/2023	Review and Analyze: review court's orders re electronic service; correspondence to Defendant's counsel	0.40	\$750.00	\$300.00
Service	03/06/2023	Strategize re upcoming CMC statement/CMC; review status of settlement.	0.50	\$750.00	\$375.00
Service	03/08/2023	Review status of settlement agreement and correspondences with defense.	0.50	\$750.00	\$375.00
Service	03/09/2023	Draft: draft joint statement; review complaint and case notes; review correspondence between parties; correspondenceto Def	2.20	\$750.00	\$1,650.00
Service	03/09/2023	Review and Analyze: review court's orders and docket; review e-service status; advise PM; correspondence to TPA	0.60	\$750.00	\$450.00
Service	03/10/2023	Review and Revise: review and revise joint statement; finalize and file and serve	0.60	\$750.00	\$450.00
Service	03/17/2023	Review file; discuss with PM; prepare and appear for CMC; advise team	0.70	\$750.00	\$525.00
Service	03/17/2023	Review status; review and revise draft Agreement; email Defendant	1.50	\$950.00	\$1,425.00
Service	03/24/2023	Review emails and final issue re agreement; correct math in draft and respond to Defendant	0.40	\$950.00	\$380.00
Service	04/11/2023	Review settlement agreement terms for conformity with MOU. Send to Plaintiff for signature. Conference to discuss timing of payout and individual settlement recovery.	1.20	\$850.00	\$1,020.00
Service	04/19/2023	Prepare signed agreement; memo to PM	0.50	\$950.00	\$475.00
Service	05/12/2023	Review correspondences with defense and check on status of settlement agreement.	0.25	\$750.00	\$187.50
Service	06/12/2023	Review file; draft declaration of Juno Chua re preliminary approval motion/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	06/12/2023	Analyze agreement, review docs, final settlement agreement. Advise KN.	1.75	\$995.00	\$1,741.25

Service	06/13/2023	Follow up w Juno Chua re preliminary approval declaration	0.30	\$675.00	\$202.50
Service	06/13/2023	Draft motion for preliminary approval; review status of case; analysis of settlement issues and valuation report; legal research for motion	4.50	\$950.00	\$4,275.00
Service	06/13/2023	Advise partner on Kullar analysis for approval.	1.00	\$895.00	\$895.00
Service	06/13/2023	Tel. call with clerk re hearing date for motion for preliminary approval of settlement.	0.20	\$250.00	\$50.00
Service	06/14/2023	Analysis of claims and issues for motion; discuss with AJ; email Defendant; review Admin decl	1.00	\$950.00	\$950.00
Service	06/14/2023	Review prelim motion analyze terms re approval. Advise KN.	2.00	\$995.00	\$1,990.00
Service	06/15/2023	Review documents and prepare exhibits for motion; review Admin declaration; review client declaration; ensure compliance with agreement	1.00	\$950.00	\$950.00
Service	06/15/2023	Draft declaration ISO motion for preliminary approval; revise draft of the motion; review Admin declaration and advise as to needed revisions.	3.75	\$950.00	\$3,562.50
Service	06/16/2023	Review and revise motion; prepare exhibitis for declaration; revise declaration; prepare motion for filing; file and serve Motion; serve LWDA	4.00	\$950.00	\$3,800.00
Service	10/03/2023	Draft and file supplemental declaration; review documents filed by Defendant; serve document	1.00	\$950.00	\$950.00
Service	10/23/2023	Review status; review docket and pull order; review order and circulate to staff; email Def; memo to Admin with documents	1.00	\$950.00	\$950.00
Service	11/22/2023	Review preliminary calculations; double check formulas and calculations; respond to admin.	0.50	\$950.00	\$475.00
Service	01/22/2024	Review preliminary approval order and preliminary approval filings; review and analyze settlement agreement; strategize re final approval motion.	1.00	\$750.00	\$750.00
Service	01/23/2024	Draft final approval motion; draft notice of motion re final approval motion; review and analyze preliminary approval motion and order.	3.00	\$750.00	\$2,250.00
Service	01/30/2024	Work on approval issues; review and revise draft motion; email Defendant; revise Admin decl; email Admin.	2.00	\$950.00	\$1,900.00
Service	02/02/2024	Tel conf with counsel for Defendant; memo to file	0.30	\$950.00	\$285.00
Service	02/02/2024	Draft declaration in support of final approval motion; review and revise final approval motion.	3.50	\$750.00	\$2,625.00
Service	02/05/2024	Review and revise declaration ISO motion for final	1.00	\$950.00	\$950.00

approval					
Service	02/05/2024	Review and revise final approval motion and tables.	1.00	\$750.00	\$750.00
Service	02/06/2024	review and revise motion for final; prepare exhibits for final; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal				\$98,683.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/22/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	07/10/2022	Berger Consulting Fee	1.00	\$1,750.00	\$1,750.00
Expense	09/21/2022	One Legal Filing Fee: One Legal filing fee	1.00	\$23.37	\$23.37
Expense	10/07/2022	One Legal Filing Fee: One Legal filing fee	1.00	\$22.34	\$22.34
Expense	11/29/2022	filing via One Legal	1.00	\$37.78	\$37.78
Expense	11/29/2022	filing via One Legal	1.00	\$17.19	\$17.19
Expense	11/30/2022	filing via One Legal	1.00	\$17.19	\$17.19
Expense	12/09/2022		1.00	\$17.19	\$17.19
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$115.75	\$115.75
Expense	01/17/2023	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	01/31/2023	Knox	1.00	\$1,216.75	\$1,216.75
Expense	03/13/2023	filing via One Legal	1.00	\$43.50	\$43.50
Expense	06/02/2023	Caseanywhere	1.00	\$122.85	\$122.85
Expense	06/21/2023	Filing gee - one legal - motion for prelim	1.00	\$79.43	\$79.43
Expense	09/04/2023	Case Anywhere Fee	1.00	\$177.00	\$177.00
Expense	10/03/2023	One legal filing charge	1.00	\$17.66	\$17.66
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/08/2023	Case Anywhere.	1.00	\$141.00	\$141.00
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	02/05/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$4,344.38	

Time Keeper	Quantity	Rate	Total
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AJ Bhowmik	14.5	\$895.00	\$12,977.50
Norm Blumenthal	16.25	\$995.00	\$16,168.75
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	3.6	\$850.00	\$3,060.00
Ricardo Ehmann	5.0	\$675.00	\$3,375.00
Jeffrey Herman	0.7	\$750.00	\$525.00
Charlotte James	10.25	\$550.00	\$5,637.50
Piya Mukherjee	19.5	\$750.00	\$14,625.00
Kyle Nordrehaug	32.5	\$950.00	\$30,875.00
Victoria Rivapalacio	6.0	\$750.00	\$4,500.00
Gerardo Galaviz	3.4	\$250.00	\$850.00
Karla Horne	0.6	\$250.00	\$150.00
Subtotal			\$103,028.13
Total			\$103,028.13

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	03/07/2024	\$103,028.13	\$0.00	\$103,028.13
Outstanding Balance				\$103,028.13
Total Amount Outstanding				\$103,028.13

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUNO CHUA, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

BEECAN HEALTH LLC, a California Limited
Liability Company; SERRANO POST ACUTE,
LLC, a California Limited Liability Company;
CORONA POST ACUTE, LLC, a California
Limited Liability Company; CALIFORNIA
POST ACUTE LLC, a California Limited
Liability Company; LA FUENTE CARE POST
ACUTE LLC, a California Limited Liability
Company; MONROVIA POST ACUTE, LLC, a
California Limited Liability Company; ROYAL
GARDENS HEALTHCARE, LLC, a California
Limited Liability Company; and DOES 1 through
50, inclusive,

Case No. 21STCV24458

**DECLARATION OF JUNO CHUA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: August 1, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept: SS-7

Action Filed: July 1, 2021

1 I, Juno Chua, declare as follows:

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

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

9 3. I worked for the defendants ("Beecan Health") in California from December of 2017 to
10 July of 2020 and was classified by Beecan Health as a non-exempt employee during that time
11 period.
12

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

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, I was
23 regularly unable to take compliant meal and rest breaks which were often late, interrupted or
24 missed entirely, and I did not receive the meal and rest break premium payments I was entitled to
25 when these violations occurred. Also, I received non-discretionary pay, such as "Healthcare
26 Heros" bonuses in the same pay period I worked overtime but these bonuses were not factored
27

1 into my regular rate for purposes of calculating my correct overtime rate. I was underpaid
2 overtime as a result. In addition, I had to use my personal cell phone for work-related purposes,
3 such as scheduling issues, but was not reimbursed by Beecan Health for the reasonable costs I
4 incurred.

5
6 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
7 Beecan Health implemented its company policies and procedures. I also assisted my attorneys in
8 their investigation into my claims by providing them documents and answering their questions. I
9 reviewed the complaint before it was filed and after it was filed I was given access to an
10 electronic file sharing program that alerted me via email when important documents were filed
11 so that I could review them and keep up with the developments in the case which I understood
12 was one of my duties as a class representative. I would also contact my attorneys from time to
13 time if I had any questions about the case.
14

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

22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former non-exempt
24 employees working for Beecan Health in California. I felt that these individuals were not aware
25 of their labor law rights and even if they were they would probably be apprehensive about
26 speaking up or even simply because of the time, effort and risk involved in filing a class action
27

lawsuit.

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

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

11. A mediation took place on June 22, 2022 with Jeffrey Krivis, a well-respected and experienced mediator of wage and hour class actions. After the all-day mediation session the parties agreed to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on July 29, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on April 12, 2023.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

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

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

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

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing a former employer, the exposure to being responsible for paying Beecan Health's costs in
27 the event we did not win the case, the reputational risk that future employers may hold this
28

lawsuit against me, the general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Jun 13, 2023, at Lake Elsinore, CA.
(city, state)


Juno Chua (Jun 13, 2023 16:47 CDT)
Juno Chua