

1 **BLUMENTHAL NORDREHAUG BHOWMIK**  
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

11 Website: [www.bamlawca.com](http://www.bamlawca.com)

12 Attorneys for Plaintiff

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

15 LILIANA ANDERSON, on behalf of  
16 herself and on behalf of all persons  
17 similarly situated,

18 Plaintiff,

19 vs.

20 RAMM HOSPITALITY, INC., a California  
21 Corporation; PRIME HOSPITALITY  
22 SERVICES, LLC, a California Limited  
23 Liability Company; and DOES 1 through  
24 50, inclusive,

25 Defendants.

**Case No. BCV-21-101048**

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

Hearing Date: August 1, 2023  
Hearing Time: 8:30 a.m.

Judge: Hon. Eric Bradshaw  
Div.: J

Date Filed: May 10, 2021  
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel of record for Plaintiff Liliana Anderson (“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  
6 herein.

7 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for  
8 preliminary approval of the proposed class action settlement with Defendants Ramm Hospitality,  
9 Inc. and Prime Hospitality Services, LLC (“Defendants”), which motion seeks entry of an order: (1)  
10 preliminarily approving the proposed settlement of this class action with Defendants; (2) for  
11 settlement purposes only, conditionally certifying the Class, which is comprised of “all individuals  
12 who were employed by Defendants in California and classified as an hourly, non-exempt employee  
13 at any time during the Class Period” of May 10, 2017 through February 4, 2023; (3) provisionally  
14 appointing Plaintiff as the representative of the Class; (4) provisionally appointing Norman B.  
15 Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman,  
16 and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the  
17 Class; (5) approving the form and method for providing class-wide notice; (6) directing that notice  
18 of the proposed settlement be given to the Class; (7) appointing ILYM Group as the Administrator;  
19 and (8) scheduling a final approval hearing date proposed for December 12, 2023 to consider  
20 Plaintiff’s motion for final approval of the settlement and entry of the Judgment, and Plaintiff’s  
21 motion for approval of attorneys’ fees and expenses. Attached hereto as Exhibit #1 is a copy of the  
22 fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with exhibits  
23 thereto. The form of the Agreement is based upon the Los Angeles County Superior Court model  
24 form for a class and PAGA settlement. This Declaration incorporates by reference the definitions in  
25 the Agreement, and all terms defined therein shall have the same meaning as set forth in the  
26 Agreement.

1 Fairness of Settlement

2           3.       As consideration for this Settlement, the Gross Settlement Amount is Four Hundred  
3 Seventy-Five Thousand Dollars (\$475,000) to be paid by Defendants, as set forth in the Agreement.  
4 The Gross Settlement Amount will settle all issues pending in the Action between the Parties and  
5 will be made in full and final settlement of the Released Class Claims. The Gross Settlement  
6 Amount includes all payments of Individual Class Payments to the Participating Class Members,  
7 Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation  
8 Expenses Payment, Class Representative Service Payment, and the PAGA Payment. The Gross  
9 Settlement Amount does not include the employer's share of payroll taxes which will be separately  
10 paid by Defendants. The Settlement is all-in with no reversion to Defendants and no need to submit  
11 a claim form.

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

17           5.       On September 22, 2023, the Parties participated in an all-day mediation session  
18 presided over by Jeffrey Krivis, Esq., a respected and experienced mediator of wage and hour class  
19 actions. In preparation for the mediation, Defendants provided Class Counsel with necessary  
20 information for the members of the Class, including payroll data, time punch data, and information  
21 concerning the composition of the Class. Plaintiff analyzed the data with the assistance of damages  
22 expert, Berger Consulting, and prepared and submitted a mediation brief and damage valuation to  
23 the Mediator. After this all-day mediation, the Parties were unable to reach a settlement. The  
24 Parties, however, continued their negotiations through the mediator, and eventually accepted a  
25 mediator's proposal, which was memorialized in the form of a Memorandum of Understanding.  
26 The final settlement terms were negotiated and set forth in the Agreement now presented for this  
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1 Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair,  
2 reasonable and adequate.

3 6. Based upon 235 Class Members who collectively worked 9,586 Workweeks  
4 (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$2,021 per Class Member  
5 and \$49 per Workweek and after deductions, the Net Settlement Amount provides an average  
6 recovery of \$1,134 per Class Member and a recovery of \$27.81 per Workweek. The calculations to  
7 compensate for the amount due to the Class Members at the time this Settlement was negotiated  
8 were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class Counsel  
9 analyzed the data for putative class members and determined the potential maximum damages for  
10 the class claims. For the Class, the maximum value of the claim for unpaid wages due to alleged  
11 rounding was \$23,375, the maximum value of the claim for unpaid wages due to alleged off-the-  
12 clock work was \$101,502, the maximum potential damages for unpaid meal premiums were  
13 estimated to be \$448,094 based upon a 42% violation rate and after deduction for meal premiums  
14 paid by Defendants, the maximum potential rest period damages were estimated to be \$429,190  
15 based upon the same 42% violation rate, and the maximum potential damages for failure to provide  
16 expense reimbursement were calculated to be \$137,680. In total, the damages for the Class were  
17 calculated to have a maximum potential total value of \$1,139,840. In addition, Plaintiff calculated  
18 that the maximum value of the potential waiting time penalties were \$359,747, and the maximum  
19 value of the potential wage statement penalties were \$363,150.<sup>1</sup> Defendant vigorously disputed  
20 Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount  
21 represents more than 41% of the potential maximum damages calculated above for the Class in this  
22  
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24 <sup>1</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
25 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses  
26 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages  
27 for meal or rest periods or other wages were owed given Defendants' position that Plaintiff and  
28 Class Members 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 case, assuming these amounts could all be proven in full at trial.<sup>2</sup> The above calculations, however,  
2 were based upon 19,607 workweeks, when in fact the actual workweeks turned out to be nearly half  
3 that amount. As such, the above calculations likely overstate the damages by 48%. The maximum  
4 calculations should then be adjusted in consideration for both the risk of class certification and the  
5 risk of establishing class-wide liability on all claims. Given the amount of the Settlement as  
6 compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.

7  
8 Procedural History of the Litigation

9 7. On March 5, 2021, Plaintiff filed with the LWDA and served on Defendants a  
10 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover  
11 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA  
12 Notice"). A true and correct copy of the PAGA Notice is attached hereto as Exhibit #3.

13 8. On May 10, 2021, Plaintiff filed a class action Complaint against Defendants in  
14 the Superior Court of the State of California, County of Kern. This class action Complaint asserted  
15 class claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§  
16 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,  
17 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510,  
18 1194 & 1198; (4) failure to provide required meal periods in violation of California Labor Code §§  
19 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7  
20 and 512; (6) failure to reimburse employees for required expenses in violation of California Labor  
21 Code § 2802; (7) failure to provide accurate itemized wage statements in violation of California  
22 Labor Code § 226; (8) failure to provide wages when due in violation of California Labor Code §§  
23 201, 202 and 203; and, (9) a representative claim for civil penalties under Private Attorney General

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26  
27 <sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include  
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed  
below at ¶ 33.

1 Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"). The class action Complaint is the operative  
2 complaint in the Action (the "Operative Complaint").

3 9. On July 21, 2021, Defendants filed an Answer to Plaintiff's Complaint, asserting  
4 fifty-five (55) affirmative defenses.

5 10. Over the course of litigation, the Parties engaged in the investigation of the claims,  
6 including production of documents, class data, and other information, allowing for the full and  
7 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff performed  
8 extensive formal and informal discovery, which included the production and analysis of thousands  
9 of pages of documents. The information for mediation obtained by Plaintiff included: (1) data  
10 concerning the class; (2) payroll data for the Class and time punch data for the Class; (3)  
11 Defendants' wage and hour policies and job descriptions; (4) the employment file for the Plaintiff;  
12 and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the  
13 data and information for the Class, which was sufficient for Plaintiff's expert to prepare the  
14 valuations of the claims for the Class.

15 11. Class Counsel has extensive experience in litigating wage and hour class actions in  
16 California. The Parties have vigorously litigated the Actions since inception. During the course of  
17 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and  
18 Defendants have engaged in substantial research and investigation in connection with the Action,  
19 which included formal written discovery and the production of documents. Class Counsel has  
20 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an  
21 expert to perform an analysis of the data and valuation of the claims.

22 12. Plaintiff and Defendants agreed to discuss resolution of the Action through a  
23 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of  
24 documents and information in connection with the Action. On September 22, 2023, the Parties  
25 participated in an all-day mediation presided over by Jeffrey Krivis, a respected and experienced  
26 mediator of wage and hour class actions. The Parties were unable to reach a settlement at  
27 mediation, but continued settlement negotiations through the mediator for several months. In or  
28

1 around February of 2023, each side, represented by its respective counsel, were able to agree to  
2 settle the Action based upon a mediator's proposal which was memorialized in the form of a  
3 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set  
4 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

5 13. Although a settlement has been reached, Defendants deny any liability or  
6 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for  
7 any purpose other than settlement, the Action is appropriate for class and/or representative  
8 treatment. Defendants contend, among other things, that they have properly compensated the Class  
9 Members and complied at all times with the California Labor Code, applicable Wage Order, and all  
10 other laws and regulations. Further, Defendants contend that class certification is inappropriate for  
11 any reason other than for settlement. Plaintiff contends that Defendants violated California wage  
12 and hour laws. Plaintiff further contends that the Action is appropriate for class certification on the  
13 basis that the claims meet the requisites for class certification. Without admitting that class  
14 certification is proper, Defendants have stipulated that the above Class may be certified for  
15 settlement purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement  
16 purposes is not an admission that class certification is proper. Further, the Agreement is not  
17 admissible in this or any other proceeding as evidence that the Class could be certified absent a  
18 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the  
19 requisites for establishing class certification with respect to the Class are satisfied.

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

4  
5 Settlement Terms and Plan of Allocation

6 15. The Gross Settlement Amount is Four Hundred Seventy-Five Thousand Dollars  
7 (\$475,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of  
8 the following elements: (1) payment of the Individual Class Payments to the Participating Class  
9 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)  
10 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and  
11 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not  
12 include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount  
13 shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

14 16. Defendants shall pay the Gross Settlement Amount in three installments  
15 ("Payments"). The first Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall  
16 be paid within fourteen (14) days of the Effective Date or December 1, 2023, whichever is later.  
17 The second Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall be paid by  
18 December 1, 2024. The third Payment, which shall be equal to the remaining 1 /3 of the Gross  
19 Settlement Amount, shall be paid by December 1, 2025. (Agreement at ¶ 4.3.) The distribution of  
20 Individual Class Payments to Participating Class Members along with the other Court-approved  
21 distributions shall be made by the Administrator within fourteen (14) days after Defendant fully  
22 funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

23 17. The amount remaining in the Gross Settlement Amount after the deduction of  
24 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class  
25 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
26 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be  
27 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.)  
28

1 From the Net Settlement Amount, the Individual Class Payment for each Participating Class  
2 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of  
3 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying  
4 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks  
5 will be based on Defendants' records; however, Class Members will have the right to challenge the  
6 number of Workweeks.

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

16 19. A Participating Class Member must cash his or her Individual Class Payment check  
17 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within  
18 180 days will be voided and any funds represented by such checks paid to Court Appointed Special  
19 Advocates (CASA) of Kem County consistent with Code of Civil Procedure Section 384(b) ("Cy  
20 Pres Recipient"). (Agreement at ¶ 5.4.)

21 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the  
22 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid  
23 for settlement administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).)

24 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
25 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
26 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of  
27 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶  
28

1 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000  
2 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

3 22. Subject to Court approval, Ten Thousand Dollars (\$10,000) will be paid from the  
4 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act,  
5 Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor  
6 Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$7,500) shall be allocated  
7 to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25%  
8 (\$2,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees  
9 based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in  
10 the accompanying proof of service, the LWDA has been served with this motion and the  
11 Agreement.

12  
13 Risks of Continued Litigation and Standards for Approval

14 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate  
15 and trying this Action against Defendants and then litigating possible appeals which could take  
16 several years. Class Counsel has also taken into account the uncertain outcome and risk of  
17 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of  
18 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in  
19 the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the  
20 Settlement set forth in the Agreement is in the best interest of the Class Members.

21 24. Here, a number of defenses asserted by Defendants present serious threats to the  
22 claims of the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices  
23 complied with all applicable Labor laws. Defendants argued that all work time was properly  
24 recorded and paid for. Defendants argued that any rounding was facially neutral and therefore  
25 lawful. *See See's Candy Shops, Inc. v. Sup. Ct.*, 210 Cal.App.4th 889, 901(2012) (holding rounding  
26 policies are only lawful if they are consistently applied and, on average, favor neither overpayment  
27 nor underpayment of wages); Defendants contend that its meal and rest period policies fully  
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1 complied with California law and Defendants did not fail to provide the opportunity for legally  
2 required meal and rest breaks. As to expense reimbursement, Defendants contended that it did not  
3 fail to provide reimbursement for necessary business expenses and that there were no such expenses  
4 that had not already been reimbursed or that claimed expenses were incurred voluntarily and/or for  
5 the convenience of employees and is therefore not required reimbursement. Defendants could also  
6 argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin*  
7 *Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64  
8 Cal.App.5th 85 (2021), weakened Plaintiff's claims, on liability, value, and class certifiability as to  
9 the meal and rest period claims. Defendants maintain that based on its facially lawful practices, it  
10 acted in good faith and without willfulness, which if accepted would negate the claims for waiting  
11 time penalties and/or inaccurate wage statements. If successful, Defendants' defenses could  
12 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these  
13 defenses could be overcome, Defendants maintain their defenses have merit and therefore present a  
14 serious risk to recovery by the Class.

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

27         26. This settlement is therefore certainly entitled to preliminary approval. Were this  
28

1 case to go to trial, the Plaintiff and the other class members would need to prove, among other  
2 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

3 27. Plaintiff will apply to the Court for Class Representative Service Payment in  
4 consideration for her service and for the risks undertaken on behalf of the class. (Agreement at ¶  
5 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel. The Declaration  
6 of the Plaintiff is presented with this motion in support of this request. For purposes of this  
7 preliminary approval stage, the requested service award of \$10,000 is well within the accepted  
8 range of awards for purposes of preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*,  
9 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member  
10 payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D.  
11 Cal. 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*  
12 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)  
13 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*  
14 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.Cal. Oct. 06, 2008) (awarding  
15 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,  
16 2007 WL 221862, \*16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime  
17 class action and a pool of \$100,000 in enhancements ). As explained in *Glass*, service awards are  
18 routinely awarded to class representatives to compensate the employees for the time and effort  
19 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation  
20 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL  
21 221862 at \*16-17. Below, I provided a long list of similar Court-approved service awards.

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

5 29. Based on the foregoing data and their own independent investigation and evaluation,  
6 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the  
7 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the  
8 Class in light of all known facts and circumstances, including the risk of significant delay, defenses  
9 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that  
10 Counsel for both parties possessed sufficient information to make an informed judgment regarding  
11 the likelihood of success on the merits and the results that could be obtained through further  
12 litigation.

13  
14 Class Certification Issues

15 30. Plaintiff contends that the proposed settlement meets all of the requirements for class  
16 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,  
17 the Court may appropriately approve the Class as defined in the Agreement. This Court should  
18 conditionally certify the Class for settlement purposes only, defined as follows:

19 All individuals who were employed by Defendants in California and classified as an  
20 hourly, non-exempt employee at any time during the Class Period.

21 (Agreement at ¶ 1.5.)

22 The “Class Period” is from May 10, 2017 through February 4, 2023. (Agreement at ¶ 1.13.)

23 a. **Numerosity** - Here, Plaintiff asserts that the 235 individuals who comprise  
24 the Class can be identified based on Defendants’ records and are sufficiently numerous for class  
25 certification.

26 b. **Common Issues Predominate** - Here, Plaintiff contends that common  
27 questions of law and fact are present, and specifically the common questions of whether  
28 Defendants’ practices were lawful, whether Class Members were lawfully compensated for all

1 hours worked, whether the rounding practices were lawful, whether the Defendants failed to  
2 provide all legally required meal and rest periods to class members, whether Defendants failed to  
3 provide required expense reimbursement, and whether Class Members are entitled to damages and  
4 penalties as a result of these practices. Plaintiff contends that certification of this Class is  
5 appropriate because Defendant allegedly engaged in uniform practices with respect to the Class  
6 Members. As a result, these common questions of liability could be answered on a class wide basis.

7 c. **Typicality** - In this Action, Plaintiff contends that there can be little doubt  
8 that the typicality requirement is satisfied. The Plaintiff worked for Defendants as an hourly, non-  
9 exempt employee during the Class Period. Plaintiff contends that, like every other member of the  
10 Class, she was subject to the same practices and policies of Defendants and was subject to the same  
11 defenses. Thus, Plaintiff asserts that the claims of the Plaintiff and the Class Members arise from  
12 the same course of conduct by the Defendants, involve the same employment policies and practices  
13 of Defendants, and are based on the same legal theories.

14 d. **Adequacy** - Plaintiff contends that the Class Members are adequately  
15 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest  
16 with other class members, and (b) will prosecute the case vigorously on behalf of the class. *Hanlon*,  
17 150 F.3d at 1020. This requirement is met here. First, Plaintiff is well aware of her duties as the  
18 representative of the Class and has actively participated in the prosecution of this case to date.  
19 Plaintiff effectively communicated with counsel, provided documents to counsel and participated in  
20 the investigation and negotiations in the Action. The personal involvement of the Plaintiff was  
21 essential to the prosecution of the Action and the monetary settlement reached. Second, Plaintiff  
22 retained competent counsel who are experienced in employment class actions and who have no  
23 conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the Class.  
24 Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and legal  
25 theories.

26 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
27 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can  
28 competently represent the Class. Other lawyers at my firm and I have extensive class litigation

1 experience. We have handled a number of class actions and complex cases and have acted both as  
2 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
3 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
4 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
5 employment law class actions, including claims for misclassification, overtime, expense  
6 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
7 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
8 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be  
9 adequate counsel by the courts throughout California. We have been approved as experienced class  
10 counsel by both state and federal courts in California in contested class certification proceedings. A  
11 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this  
12 settlement is defined as “all individuals who were employed by Defendants in California and  
13 classified as an hourly, non-exempt employee at any time during the Class Period.” I have  
14 reviewed my firm’s cases and representation of other plaintiffs and there is no conflict or  
15 representation which would prevent my firm from representing the interests of the Class this case.  
16 My firm only represents employees, and not employers. My firm has never represented Defendants  
17 nor any affiliate of the Defendantst. My firm’s only interest in the subject matter of this litigation is  
18 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class  
19 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of  
20 other employees and classes as the claims are all against different and distinct employers. I can  
21 think of no conflict that would arise in our representation of the Class and our adequate  
22 representation of the Class is evidenced by the successful prosecution of the class claims to reach an  
23 excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any  
24 affiliation with the Administrator for this settlement. Thus, the adequacy requirement for my firm  
25 is satisfied.

26         32. The Class Notice, drafted jointly and agreed upon by the Parties through their  
27 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit  
28 “A” to the Agreement.) A Spanish translation of the Class Notice will be included in the mailing.

(Agreement at ¶¶ 1.11 and 8.4(b).) The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall have forty-five (45) days from the date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit an objection, which response Deadline shall be extended by 14 days in the event of a re-mailing. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Class Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

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

1 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
2 class members." (LWDA Response at p.4).

3           b.       **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the  
4 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between  
5 \$253,750 and \$507,500 for a single violation in every one of the estimated 5,075 pay periods at  
6 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case  
7 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor  
8 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum  
9 rate per pay period but without stacking.<sup>3</sup> The PAGA Penalties allocation in the Settlement is  
10 \$10,000. This allocation is justified by several important considerations. First, the PAGA claim  
11 was subject to the same risks as the underlying class claims. Second, Defendants asserted  
12 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the  
13 penalties. Defendants could also argue that no penalties prior to the PAGA notification should be  
14 awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk  
15 to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be  
16 awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court  
17 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at  
18 trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even  
19 where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 5,075 pay  
20 periods were established, using the valuation from *Carrington* results in a potential recovery of only  
21 \$25,375 under PAGA. This means that the PAGA Penalties allocation in the Agreement is a  
22 reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also  
23 served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

24           c.       **Comparable PAGA Settlements.** In reaching the settlement of the PAGA  
25

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26       <sup>3</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
27 The valuation of between \$179,200 and \$358,400 is the civil penalty amount without stacking. If  
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay  
period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the  
cases cited herein, only one penalty per pay period was assessed.

1 claim, Class Counsel was also aware of what allocations other Courts have approved for similar  
2 PAGA settlements as compared to the total settlement amount. A class settlement that allocates  
3 approximately 2% of the total settlement value to resolve the PAGA claims applicable to the class  
4 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,  
5 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the  
6 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
7 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
8 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
9 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
10 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
11 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA  
12 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
13 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9  
14 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
15 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
16 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
17 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
18 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
19 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
20 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
21 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*  
22 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000  
23 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
24 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*  
25 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
26 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
27 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
28 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*

1 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or  
2 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441  
3 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);  
4 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.  
5 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of  
6 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case  
7 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement  
8 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.  
9 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement  
10 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case  
11 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement  
12 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)  
13 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*  
14 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or  
15 0.34% of \$1,450,000 settlement amount).

16  
17 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
18 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
19 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
20 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
21 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
22 of the class action awards obtained by Class Counsel in similar employment actions throughout the  
23 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
24 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles  
25 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee  
26 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*  
27 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class  
28 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*

1 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil  
2 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December  
3 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.  
4 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and  
5 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
6 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-  
7 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*  
8 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class  
9 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in  
10 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-  
11 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour  
12 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case  
13 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and  
14 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles  
15 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee  
16 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*  
17 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a  
18 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
19 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson  
20 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
21 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard  
22 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,  
23 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of  
24 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee  
25 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*  
26 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson  
27 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*  
28 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge

1 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.  
2 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court  
3 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee  
4 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*  
5 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.  
6 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in  
7 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge  
8 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February  
9 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.  
10 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class  
11 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior  
12 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a  
13 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings  
14 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee  
15 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*  
16 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a  
17 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*  
18 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley  
19 approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third  
20 of the common fund is therefore reasonable in light of the fees that have been awarded in other  
21 similar cases.

22  
23 35. Class Representative Service Payment - The reasonableness of the requested service  
24 award is also established by reference to the amounts that other California courts have found to be  
25 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,  
26 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service  
27 award); *Aguir v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,  
28 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.

1 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);  
2 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County  
3 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,  
4 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service  
5 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.  
6 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);  
7 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,  
8 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.  
9 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);  
10 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
11 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*  
12 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,  
13 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los  
14 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*  
15 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,  
16 2011)(awarding \$10,000 service award together with additional compensation for their general  
17 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court  
18 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.  
19 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);  
20 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior  
21 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,  
22 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000  
23 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los  
24 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*  
25 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,  
26 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa  
27 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
28 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,

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

36. Potentially Related Other Actions - I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. I have searched the LWDA database which evidences that there are no other currently pending PAGA notices served against Defendants (other than PAGA Notice served in this case).

37. Administration - After seeking bids from qualified administrators, the estimate from ILYM Group is was selected, as it provided for an estimate of \$12,050 to perform the settlement administration. I have used ILYM Group successfully as the administrator in more than twenty class settlements in the last few years and know them to be competent and experienced. My firm has no relationship or connection with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4 is a true and correct copy of the Declaration of Lisa Mullins which includes the estimate for administration from ILYM Group.

1 Service on the LWDA:

2 38. At the same time as the filing and service of this declaration, I am also serving the  
3 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA  
4 Settlement Agreement. This service is verified by the accompanying proof of service.  
5

6 I declare under penalty of perjury under the laws of the State of California that the foregoing  
7 is true and correct. Executed this 7th day of July, 2023, at La Jolla, California.  
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11 Kyle Nordrehaug  
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## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Liliana Anderson (“Plaintiff”) and defendants Ramm Hospitality, Inc. and Prime Hospitality Services, LLC (“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 *Liliana Anderson vs. Ramm Hospitality, Inc. and Prime Hospitality Services, LLC*, Case No. BCV-21-101048, initiated on May 10, 2021 and pending in Superior Court of the State of California, County of Kern.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche 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 Defendants), and number of 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 May 10, 2017 through February 4, 2023.
- 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 Kern.
- 1.17. “Defendants” means Ramm Hospitality, Inc. and Prime Hospitality Services, LLC.
- 1.18. “Defense Counsel means Daniel K. Klingenger and Mathew M. Brady of Lebeau Thelen, 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 Four Hundred Seventy-Five Thousand Dollars (\$475,000) 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration 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 PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the

LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “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 May 10, 2020 through February 4, 2023.
- 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 Liliana Anderson, 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 claims that were alleged, or reasonably could have been alleged, based on facts stated 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, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and

hour claims, claims for wrongful termination, violations of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA 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 forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "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 May 10, 2021, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Kern. Plaintiff's Complaint asserted claims 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 reimburse employees for required expenses in violation of California Labor Code § 2802.
  - (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
  - (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
  - (i) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.*

(“PAGA”).

- 2.2. On July 21, 2021, Defendants filed an Answer to Plaintiff’s Class Action Complaint, asserting fifty-five (55) affirmative defenses.
- 2.3. The Class Action Complaint is the operative complaint in the Action (the “Operative Complaint”)
- 2.4. Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5. On September 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. The Parties were unable to reach a settlement at mediation, but continued settlement negotiations through the mediator for several months. In or around February of 2023, 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 (“MOU”). This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties.
- 2.6. 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*”).
- 2.7. 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.
- 2.8. 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 \$475,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, with no

claim form required, and excludes 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.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$158,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests for these payments provided that 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 Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000, 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. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
  - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

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

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 235 Class Members who collectively worked a total of 9,586 Workweeks, and 116 Aggrieved Employees who worked a total of 3,784 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 pay the Gross Settlement Amount in three installments ("Payments"). The first Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall be paid within fourteen (14) days of the Effective Date or December 1, 2023, whichever is later. The second Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall be paid by December 1, 2024. The third Payment, which shall be equal to the remaining 1 /3 of the Gross Settlement Amount, shall be paid by December 1, 2025.

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

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned

undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Court Appointed Special Advocates (CASA) of Kem County consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. 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, whether known or unknown, 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, (c) all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy

claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, (d) all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and (e) any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. ("Plaintiff's Release"). Provided, however, 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.

Notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts.

Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

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 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 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 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel 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/or the proposed Cy Pres Recipient; 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 and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the

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

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, 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 Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of 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 Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, 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. Should the number of Workweeks increase by more than 10% of the estimate stated in paragraph 4.1, Defendants will have the option to either a) increase the gross settlement proportionally (for example, if the Workweeks increase by 12%, Defendants may increase the gross settlement amount by 2%) or b) to shorten the release period as of the date on which the number of workweeks reaches 10,545.

**10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but 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 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 seven (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; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) if necessary to address a Class Member's inquiry regarding settlement or an individual claim. 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 Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither 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 Defendants.

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

*To 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

*To Defendants:*

Daniel K. Klingenger  
Mathew M. Brady  
Lebeau Thelen, LLP  
5001 East Connercenter Drive, Suite 300  
Post Office Box 12092  
Bakersfield, California 93389-2092  
Tel.: (661) 325-8962  
Fax: (661) 325-1127  
E-Mail: [dklingenger@lebeauthelen.com](mailto:dklingenger@lebeauthelen.com)  
[mbrady@lebeauthelen.com](mailto:mbrady@lebeauthelen.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 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of the MOU by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect..

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 27, 2023

  
Liliana Anderson (Apr 27, 2023 23:07 PDT)  
Plaintiff Liliana Anderson

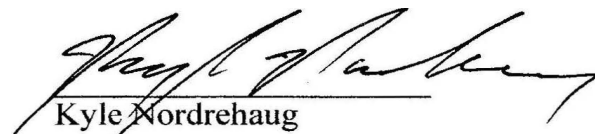
Dated: \_\_\_\_\_

\_\_\_\_\_  
[name]  
For Defendant Ramm Hospitality, Inc.

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

\_\_\_\_\_  
[name]  
For Defendant Prime Hospitality Service, LLC.

Dated: 4/27/23

  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

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

\_\_\_\_\_  
Daniel K. Klingenberg  
Lebeau Thelen, LLP  
Attorney for Defendants

exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

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

\_\_\_\_\_  
Plaintiff Liliana Anderson

Dated: 5/1/23

\_\_\_\_\_  
Raja Verma [name]  
For Defendant Ramm Hospitality, Inc.

Dated: 5/1/23

\_\_\_\_\_  
Raja Verma [name]  
For Defendant Prime Hospitality Service, LLC.

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

\_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: 5/1/23

\_\_\_\_\_  
Daniel K. Klingenberg  
Lebeau Thelen, LLP  
Attorney for Defendants

**EXHIBIT A**

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

**EXHIBIT “A”**

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

*Anderson vs. Ramm Hospitality, Inc., Superior Court of the State of California,  
County of Kern, Case No. BCV-21-101048*

*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 Ramm Hospitality, Inc. and Prime Hospitality Services, LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Liliana Anderson (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the Class Period (May 10, 2017 through February 4, 2023) (“Class Members”), and, (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the PAGA Period (May 10, 2020 through February 4, 2023) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendants 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 no amount is stated for your share of the PAGA Penalties, then according to Defendants’ records you are not eligible for a share of the PAGA Penalties under the Settlement because you did not work during the PAGA Period.)

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 Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class 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 in exchange requires Class Members 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 Released Class 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 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.**

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

|                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                      | yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b><br><br><b>Written Objections Must be Submitted by the Response Deadline</b><br>( ) | All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.<br><br>See Section 8 of this Class Notice.                                                                                                                                                          |
| <b>You Can Participate in the Final Approval Hearing</b>                                                                                                                             | The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, in Department ____ before Judge _____. This hearing may change as explained below in Section 9.<br><br>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 Class Notice. |
| <b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b><br><br><b>Written Challenges Must be Submitted by the Response Deadline</b><br>( )                          | The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of 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 Class Notice.                                                                                 |

## 1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Kern (the “Court”), has been reached between Plaintiff and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the Class Period.

The “Class Period” is May 10, 2017 through February 4, 2023.

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

On May 10, 2021, Plaintiff filed a class action complaint against Defendants in the Superior Court of the State of California, County of Kern. Plaintiff asserted the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to reimburse employees for required expenses, failure to provide accurate itemized wage statements, failure to provide wages when due, and a representative claim for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”). This class action complaint is the “Operative Complaint”. This lawsuit is referred to in this Class Notice as the “Action.”

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

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

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

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

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

**Gross Settlement Amount.** Defendants have agreed to pay an “all in” amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, 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 pay the Gross Settlement Amount in three installments (“Payments”). The first Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall be paid within fourteen (14) days of the Effective Date or December 1, 2023, whichever is later. The second Payment, which shall be equal to 1/3 of the Gross Settlement Amount, shall be paid by December 1, 2024. The third Payment, which shall be equal to the remaining 1 /3 of the Gross Settlement Amount, shall be paid by December 1, 2025. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

**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 Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Settlement Administrator, estimated not to exceed \$10,000, 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 \$158,333, 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 Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff 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 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 (May 10, 2020 through February 4, 2023).

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service 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, whose share of 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. Twenty Percent (20%) of each Participating California Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating California Class Member’s Individual Class Payment is in settlement of alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment 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 Court Appointed Special Advocates (CASA) of Kem County consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient").

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

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, 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. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated 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, violations of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class 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 or 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 Actions will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violations of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA 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?**

**Defendants' records reflect that you worked <<\_\_\_\_>> Workweeks during the California Class Period (May 10, 2017 through February 4, 2023). 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 (May 10, 2020 through February 4, 2023). 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.

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

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

The Court will hold a Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed upon full funding of the settlement by Defendants in December 2025. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the 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 Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

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 request 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 *Anderson vs. Ramm Hospitality* 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 *Anderson vs. Ramm Hospitality*, Case No. BCV-21-101048. 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 Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a 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 [ADMINISTRATOR WEBSITE] or the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-21-101048.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' 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, *Anderson vs. Ramm Hospitality*, Case No. BCV-21-101048, and include your name, current address, email or telephone number, and approximate dates of employment with 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: \_\_\_\_\_  
Settlement Website: \_\_\_\_\_

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 remotely through the Court's procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings>. 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](mailto:kyle@bamlawca.com)

**COUNSEL FOR DEFENDANTS:**

Daniel K. Klingenberger  
Mathew M. Brady  
Lebeau Thelen, LLP  
5001 East Connercenter Drive, Suite 300  
Post Office Box 12092  
Bakersfield, California 93389-2092

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

The Court will hold a Final Approval Hearing at \_\_\_\_\_ (Pacific Standard Time) on \_\_\_\_\_, in Department \_\_\_\_\_ of the Superior Court of California, County of Kern County Superior Court, located at 1215 Truxtun Ave, Bakersfield, CA 93301, before Judge \_\_\_\_\_. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service 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 using the procedure at <https://www.kern.courts.ca.gov/online-services/remote-court-hearings/remote-hearing-information>, or by telephone using Courtcall (<https://www.courtcall.com/>) at 888-882-6878.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on [ADMINISTRATOR WEBSITE]. In addition, Hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of

Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-21-101048.

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

You may call the Administrator at \_\_\_\_\_ or write to *Anderson vs. Ramm Hospitality* Administrator, c/o \_\_\_\_\_.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to [ADMINISTRATOR WEBSITE]. You may get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Kern (<https://www.kern.courts.ca.gov/online-services/case-information-search>) and entering the Case No. BCV-21-101048. If you wish to view the Court files in person, you should go to the Clerk's Office at the Metropolitan Division Justice Courthouse, 1215 Truxtun Ave, Bakersfield, CA 93301.

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

#### **IMPORTANT:**

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall direct all unclaimed funds represented by such checks to Court Appointed Special Advocates (CASA) of Kern County.
- **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 KERN

LILIANA ANDERSON, on behalf of herself  
and on behalf of all persons similarly situated,

Plaintiff,

vs.

RAMM HOSPITALITY, INC., a California  
Corporation; PRIME HOSPITALITY  
SERVICES, LLC, a California Limited  
Liability Company; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: BCV-21-101048**

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

Judge:  
Dept.:

Date Action Filed: May 10, 2021  
Trial date: Not set

This matter came before the Honorable \_\_\_\_\_ of the Superior Court of the State  
of California, in and for the County Kern, on \_\_\_\_\_[DATE], for hearing on the unopposed  
motion by Plaintiff Liliana Anderson ("Plaintiff") for preliminary approval of the Settlement with  
Defendants Ramm Hospitality, Inc. and Prime Hospitality Services, LLC ("Defendants"). The

PRELIMINARY APPROVAL ORDER

1 Court, having considered the briefs, argument of counsel and all matters presented to the Court  
2 and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class  
3 Action Settlement.

4  
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement  
7 Agreement ("Agreement") attached as Exhibit \_\_\_\_ to the Declaration of Kyle Nordrehaug in  
8 Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based  
9 on the Court's determination that the Settlement set forth in the Agreement is within the range of  
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil  
11 Procedure and California Rules of Court, rule 3.769.

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

14 3. The Gross Settlement Amount that Defendants shall pay is Four Hundred Seventy-  
15 Five Thousand Dollars (\$475,000). It appears to the Court on a preliminary basis that the  
16 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members  
17 when balanced against the probable outcome of further litigation and the significant risks relating  
18 to certification, liability and damages issues. It further appears that investigation and research  
19 have been conducted such that counsel for the Parties are able to reasonably evaluate their  
20 respective positions. It further appears to the Court that the Settlement will avoid substantial  
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the  
22 further prosecution of the Action. It further appears that the Settlement has been reached as the  
23 result of serious and non-collusive, arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of  
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The  
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and  
27 preliminarily finds that the monetary settlement awards made available to the Class is fair,  
28

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

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

6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class: "all individuals who were employed by Defendants in California and classified as an hourly, non-exempt employee at any time during the Class Period." The Class Period is May 10, 2017 through February 4, 2023.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representative of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug

1 Bhowmik De Blouw LLP as Class Counsel for the Class.

2       9.       The Agreement provides for a PAGA Penalties out of the Gross Settlement  
3 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development  
4 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this  
5 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved  
6 Employees” are all individuals who were employed by Defendants in California and classified as  
7 an hourly, non-exempt employee at any time during the PAGA Period (May 10, 2020 through  
8 February 4, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA will be  
9 provided notice of the Agreement and these settlement terms. The Court finds the PAGA  
10 Penalties to be reasonable.

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

24       11.       The Court hereby appoints ILYM Group as the Administrator. No later than fifteen  
25 (15) days after this Order, Defendants will provide the Class Data to the Administrator. The  
26 Administrator will perform address updates and verifications as necessary prior to the first  
27 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)  
28

1 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all  
2 Class Members via first-class regular U.S. Mail to their last known address.

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

17       13.     Any Class Member who has not opted out may appear at the final approval hearing  
18 and may object or express the Member’s views regarding the Settlement, and may present  
19 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
20 and determined by the Court as provided in the Class Notice. Class Members will have until the  
21 Response Deadline to submit their written objections to the Administrator. Written objections  
22 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class  
23 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an  
24 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval  
25 Hearing to make an oral objection.

26       14.     A final approval hearing shall be held before this Court on \_\_\_\_\_  
27 \_\_\_\_\_ at \_\_\_\_\_ in Department \_\_\_\_ at the Kern County Superior Court to hear the  
28

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

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

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

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

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

10 **IT IS SO ORDERED.**

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

12 \_\_\_\_\_  
13 HON.  
14 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
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**EXHIBIT C**

[FINAL APPROVAL ORDER AND JUDGMENT]

**EXHIBIT "C"**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF KERN

LILIANA ANDERSON, on behalf of herself  
and on behalf of all persons similarly situated,

Plaintiff,

vs.

RAMM HOSPITALITY, INC., a California  
Corporation; PRIME HOSPITALITY  
SERVICES, LLC, a California Limited  
Liability Company; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: BCV-21-101048**

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

Hearing Date: \_\_\_\_\_  
Hearing Time: \_\_\_\_\_

**Judge:**  
**Dept.:**

Date Action Filed: May 10, 2021  
Trial date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Liliana Anderson (“Plaintiff”) for an order finally  
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants  
3 Ramm Hospitality, Inc. and Prime Hospitality Services, LLC (“Defendants”), attorneys’ fees and  
4 costs, service payment, and the expenses of the Administrator duly came on for hearing on  
5 \_\_\_\_\_ before the Honorable \_\_\_\_\_.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before  
12 the Superior Court for the State of California, in and for the County of Kern, and over all Parties to  
13 this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the  
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Seventy-Five  
16 Thousand Dollars (\$475,000) and the terms set forth in the Agreement are fair, reasonable, and  
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length  
19 negotiations conducted after Class Counsel had adequately investigated the claims and became  
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On \_\_\_\_\_, the Court granted preliminary approval of the Settlement. At  
25 this same time, the Court approved conditional certification of the Class for settlement purposes  
26 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 date for re-mailings was extended by fourteen (14) days.  
15 There was an adequate interval between notice and the deadline to permit Class Members to  
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the  
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to  
18 be 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's 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 a 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 her 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  
7 considering 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 Pay  
16 Periods. “Aggrieved Employees” are all individuals who were employed by Defendants in  
17 California and classified as an hourly, non-exempt employee at any time during the PAGA Period  
18 (May 10, 2020 through February 4, 2023). Pursuant to Labor Code section 2699, subdivision  
19 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not  
20 indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21                           **II.**

22                           **ORDERS**

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

24           1.     The Class is certified for the purposes of settlement only. The Class is consists of  
25 “all individuals who were employed by Defendants in California and classified as an hourly, non-  
26 exempt employee at any time during the Class Period.” The Class Period is May 10, 2017 through  
27 February 4, 2023.  
28

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

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

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

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

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

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

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

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

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 the Administrator'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 Plaintiff, 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 fund the Gross Settlement Amount and  
27 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,  
28

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

3 (a) All 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 Claims. The “Released Class  
6 Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated  
7 in the Operative Complaint which occurred during the Class Period. Except as expressly set forth  
8 in this Agreement, Participating Class Members do not release any other claims, including claims  
9 for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act,  
10 unemployment insurance, disability, social security, workers’ compensation, or Class claims based  
11 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 the Released PAGA Claims.  
15 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably  
16 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA  
17 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include  
18 other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violations  
19 of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability,  
20 social security, worker’s compensation, and PAGA 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, whether known or unknown, including, but not limited to: (a) all claims that  
25 were, or reasonably could have been, alleged, based on the facts contained, in the Operative  
26 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on  
27 facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, (c) all tort claims, contract  
28

1 claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy  
2 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,  
3 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, (d) all claims  
4 arising under any federal, state or other governmental statute, law, regulation or ordinance,  
5 including, but not limited to claims for violation of the Fair Labor Standards Act, the California  
6 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage  
7 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act  
8 (ADEA), Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing  
9 Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower  
10 Protection Act, California Business & Professions Code Section 17200 et seq., and (e) any and all  
11 claims arising under any federal, state or other governmental statute, law, regulation or ordinance  
12 ("Plaintiff's Release") as fully set forth in the Agreement.

13         5.       For any Class Member or Aggrieved Employee whose Individual Class Payment  
14 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
15 Administrator shall transmit the funds represented by such checks to Court Appointed Special  
16 Advocates (CASA) of Kern County consistent with Code of Civil Procedure Section 384(b).

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

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

23  
24 Dated: \_\_\_\_\_

25 \_\_\_\_\_  
26 HON.  
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA  
28



**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**REPORTED CASES**

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

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

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

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

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

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**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: [www.bamlawca.com](http://www.bamlawca.com)

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

March 5, 2021

CA2128

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Ramm Hospitality, Inc.  
Certified Mail #70203160000068263282  
Raju Verma  
8300 Granite Falls Drive  
Bakersfield, CA 93312

Prime Hospitality Services, LLC  
Certified Mail #70203160000068263299  
Raju Verma  
8300 Granite Falls Drive  
Bakersfield, CA 93312

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Ramm Hospitality, Inc. and/or Prime Hospitality Services, LLC as non-exempt employees during the time period of March 5, 2020 until a date as determined by the Court. Our offices represent Plaintiff Liliana Anderson (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Ramm Hospitality, Inc. and/or Prime Hospitality Services, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Housekeeper from January of 2020 to March 13, 2020 and classified as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 §

11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants fail to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.



**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975) Aparajit  
Bhowmik (State Bar #248066)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF KERN

LILIANA ANDERSON, on behalf of herself  
and on behalf of all persons similarly situated,

Plaintiff,

vs.

RAMM HOSPITALITY, INC., a California  
Corporation; PRIME HOSPITALITY  
SERVICES, LLC, a California Limited  
Liability Company; and DOES 1 through 50,  
inclusive,

Defendants.

**CASE NO.: BCV-21-101048**

**DECLARATION OF LISA MULLINS**

Hearing Date: August 1, 2023  
Hearing Time: 8:30 a.m.

Judge: Eric Bradshaw  
Div.: J

Date Action Filed: May 10, 2021  
Trial date: Not set

DECLARATION OF LISA MULLINS

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1. I am a resident of the United States of America and am over the age of 21. I am the President

2. ILYM Group has extensive experience in disseminating class action notices and

3. ILYM Group has never had any financial interests in nor affiliation with the parties, their

4. If appointed by the Court to disseminate the class notice in this case, ILYM Group's duties

5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone

1 discrepancies.

2         6.       As part of the preparation for mailing the class notice, ILYM Group will process class  
3 members' names and addresses against the National Change of Address ("NCOA") database, maintained by  
4 the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing addresses  
5 of the class members before mailing of the class notice and opt-out form. To the extent an updated address is  
6 found in the NCOA database, ILYM Group will use the updated address for mailing the class notice. If  
7 ILYM Group does not locate an updated address in the NCOA database, it will use the original address  
8 provided by Defendant for mailing the class notice.

9         7.       Should any class notices be returned to ILYM Group's office as undeliverable, ILYM Group  
10 will attempt to locate an updated address using the NCOA database and/or other skip trace efforts and will  
11 promptly re-mail the class notice.

12         8.       Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific date  
13 for the deadline so that all class members will be apprised of exactly when all applicable forms will be due,  
14 depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file an objection.  
15 At the expiration of the deadline, ILYM Group will inform all parties as to the number and name of those  
16 individuals who filed a timely opt-out, dispute or objection.

17         9.       ILYM Group's Disbursement Process will include but not limited to; (a) applying for the case  
18 EIN; (b) establishing Qualified Settlement Fund ("QSF") Escrow Account), with administering tasks  
19 including but limited to overview and reconciliation of account; (c) calculating the individual settlement  
20 amounts; (d) preparing, administering and distributing settlement award checks to the Participating Class  
21 Members, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding all applicable  
22 state and federal taxes; and (f) performing other such duties as the Parties and/or the Courts direct. The above  
23 services are included in ILYM Group's initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy  
24 of ILYM Group's not to exceed quote for this matter.

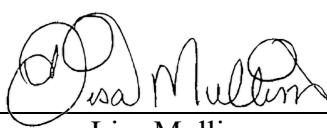
25         10.       ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be  
26 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated  
27 with the administration of this settlement is: **\$12,050.00**.

28  

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DECLARATION OF LISA MULLINS

1 I declare, under penalty of perjury under the laws of the United States of America and the State of  
2 California that the foregoing is true and correct. Executed this 29<sup>th</sup> day of June 2023, at Tustin, California.

3  
4   
5 Lisa Mullins

# **EXHIBIT “A”**

## Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

### AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

#### Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

#### Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

#### Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

#### Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

#### Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

#### Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

#### Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

## PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

## MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

## MEDIA & INTERNET BANNER ADS

### Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

## PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.  
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

## DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

## **DISTRIBUTION AND SETTLEMENT FUNDING**

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

## **CASE CONCLUSION**

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

# **EXHIBIT “B”**

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

## Technical Controls

|                                                           |     |
|-----------------------------------------------------------|-----|
| Firewalls and intrusion detection/prevention systems      | Yes |
| Endpoint Detection and Response (EDR) Systems             | Yes |
| Complex Password Requirements                             | Yes |
| MultiFactor Authentication for Access to Systems and Data | Yes |
| Malware Protection and AntiVirus                          | Yes |
| Vulnerability Scanning/Pen Testing                        | Yes |
| Data Encryption                                           | Yes |
| Key Management for access to encrypted Data               | Yes |
| Access only provided on need-to-know basis                | Yes |
|                                                           |     |

## Administrative Policies

|                                                                                                                          |                                   |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------|
| Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes | Yes                               |
| Personnel and support staff required to enter into non-disclosure and confidentiality agreements                         | Yes                               |
| Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights             |                                   |
| Information security and privacy policy training, including policy review, best practices, and data security             | Yes                               |
| No remote access to systems for Employees                                                                                | No                                |
| Exit interviews/confirmation that terminated/departed employees are immediately cut off from access                      | Yes                               |
| Robust audits of data privacy policies by third-party vendors                                                            | Yes – enhanced with SOC 2 efforts |
| Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)                          | SOC 2 in progress                 |
| Disclosure of external certifications and any notice of expiration                                                       | Yes                               |

## Crisis and Risk Management

|                                                                                                                                                                        |                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| Incident response/disaster plan for immediate response to security incidents such as data breach.                                                                      | Yes                                                                                                   |
| Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto | Yes                                                                                                   |
| Vendor management program that determines and defines requirements to manage risk associated with outsourcing                                                          | Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2 efforts |

## Physical Access Controls

|                                                                                                                                                                   |                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Physical Access Security<br>Security Guards<br>Access Cards to facilities with assignment of identification card subject to approval and review<br>Logs of Access | Logs and “codes”<br>No cards – just codes<br>No security guards<br>Logs are kept |
| Alarm Systems                                                                                                                                                     | Yes                                                                              |
| CCTV recording Systems                                                                                                                                            | Yes                                                                              |

## Data Collection and Retention

|                                                                                                                                                                                                                                                                                                                 |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Minimization of collection of personally identifiable information, e.g., social security numbers and banking information                                                                                                                                                                                        | Yes |
| Data collection only required to extent necessary for settlement administration                                                                                                                                                                                                                                 | Yes |
| Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)<br>Compliance with applicable laws and regulations (see below) Secure data transfer | Yes |

## Data Destruction

|                                                                                                                                                                    |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions | Yes                                      |
| Secure data destruction (e.g., 6 months – 1 year or when no longer required)                                                                                       | In Process of codifying as part of SOC 2 |
| Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed                                                                | Yes                                      |
| Destruction of all derivative copies and/or back-ups                                                                                                               | Yes                                      |

## Applicable Laws, Standards, and Other Regulation

|                                                                                                                                                                                  |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001 | Yes |
| Local, national, international privacy regulations (including CCPA)                                                                                                              | Yes |

### **Ethical Rules**

|                                                                                                                                                                                       |     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior | Yes |
| Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment                                                                         | Yes |

### **Customer Service Measures**

|                                                                                                                                                                                                                                        |     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)                                             | Yes |
| Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator) | Yes |

# **EXHIBIT “C”**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

**Case Name: Ramm Hospitality, Inc. and Prime Hospitality Services, LLC (rev.)**

**Monday, March 20, 2023**

|                            |                                                                |
|----------------------------|----------------------------------------------------------------|
| Requesting Attorneys Name: | Jeffrey S. Herman                                              |
| E-Mail:                    | <a href="mailto:jeffrey@bamlawca.com">jeffrey@bamlawca.com</a> |
| ILYM Contact:              | ILYM Group                                                     |
| E-Mail:                    | <a href="mailto:Lisa@ilymgroup.com">Lisa@ilymgroup.com</a>     |
| Contact Number:            | 714.878.8836                                                   |

## ESTIMATE FOR ADMINISTRATION SOLUTIONS

| ASSUMPTIONS                   |     |
|-------------------------------|-----|
| Total Number of Class Members | 255 |
| NCOA                          | Yes |
| Certified Spanish Translation | Yes |
| Case Duration (Year(s))       | 4   |

| Activity                                                                                                                                                                                        | Rate Type | Unit Cost | Volume | Amount   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|--------|----------|
| CASE STARTUP                                                                                                                                                                                    |           |           |        |          |
| Initial Setup - Import and Formatting of Data*                                                                                                                                                  | Hourly    | \$150.00  | 2      | \$300.00 |
| Programming of Class Database                                                                                                                                                                   | Hourly    | \$175.00  | 2      | \$350.00 |
| *ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour. |           |           |        |          |
| Subtotal                                                                                                                                                                                        |           |           |        | \$650.00 |

| PROJECT MANAGEMENT & NOTICING                                                       |           |            |   |            |
|-------------------------------------------------------------------------------------|-----------|------------|---|------------|
| Project Manager (Case notification and maintenance)                                 | Hourly    | \$120.00   | 3 | \$360.00   |
| Staff Hours for Processing Returned Mail                                            | Hourly    | \$70.00    | 1 | \$70.00    |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax | Hourly    | \$70.00    | 2 | \$140.00   |
| Report Processing                                                                   | Hourly    | \$70.00    | 3 | \$210.00   |
| NCOA                                                                                | Flat Rate | \$50.00    | 1 | \$50.00    |
| Toll Free Customer Service Representative                                           | Flat Fee  | \$75.00    | 1 | \$75.00    |
| Certified Spanish Translation                                                       | Flat Fee  | \$1,250.00 | 1 | \$1,250.00 |
| Weekly Reports                                                                      | Flat Rate | \$750.00   | 1 | Waived     |
| Subtotal                                                                            |           |            |   | \$2,155.00 |

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

| Activity                                     | Rate Type | Unit Cost | Volume | Amount   |
|----------------------------------------------|-----------|-----------|--------|----------|
| <b>NOTIFICATION/MAILING</b>                  |           |           |        |          |
| Fulfillment of Notice, English & Spanish     | Per Piece | \$1.50    | 255    | \$382.50 |
| USPS First Class Postage                     | Per Piece | \$0.60    | 255    | \$153.00 |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.00    | 51     | \$102.00 |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$216.75  | 1      | \$216.75 |

**Subtotal \$854.25**

|                                                            |           |            |     |            |
|------------------------------------------------------------|-----------|------------|-----|------------|
| <b>DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)</b> |           |            |     |            |
| Distribution Setup & Management                            | Hourly    | \$150.00   | 3   | \$450.00   |
| Account Reconciliation & Distribution Reporting            | Hourly    | \$125.00   | 3   | \$375.00   |
| Check, Stub & Release - Print & Mail (W-2 and/or 1099)     | Per Check | \$1.50     | 255 | \$382.50   |
| USPS First Class Postage                                   | Per Piece | \$0.60     | 255 | \$153.00   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%)     | Per Piece | \$2.00     | 26  | \$51.00    |
| Reminder Postcard, Includes Postage                        | Per Piece | \$1.00     | 89  | \$89.25    |
| Reminder Notice via Email and Social Media                 | Flat Fee  | \$100.00   | 1   | \$100.00   |
| Preparation of Taxes                                       | Hourly    | \$120.00   | 10  | \$1,200.00 |
| Annual Filing of Tax Return                                | Per Year  | \$1,500.00 | 4   | \$6,000.00 |

*\*Additional Bank fees may apply*

**Subtotal \$8,800.75**

|                                 |        |          |   |          |
|---------------------------------|--------|----------|---|----------|
| <b>CASE CONCLUSION</b>          |        |          |   |          |
| Data Manager Final Reporting    | Hourly | \$100.00 | 2 | \$200.00 |
| Project Manager Final Reporting | Hourly | \$120.00 | 2 | \$240.00 |
| Declaration                     | Hourly | \$125.00 | 2 | \$250.00 |

**Subtotal \$690.00**

**Total Case Estimate: \$13,150.00**  
**Discounted Not to Exceed: \$12,050.00**

# Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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