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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF KERN**

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

17 Plaintiff,

18 vs.

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

24 Defendants.

Case No. BCV-21-101048

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

Hearing Date: December 12, 2023

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated August 1,
2023]

Judge: Hon. David R. Zulfa
Div.: J

Date Filed: May 10, 2021

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendants Ramm

1 Hospitality, Inc. and Prime Hospitality Services, LLC ("Defendants") reached a full and final settlement
2 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.
3 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Four
4 Hundred Seventy-Five Thousand Dollars (\$475,000) ("Gross Settlement Amount"). (Agreement at ¶
5 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
6 payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees
7 Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the
8 Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement
9 at ¶ 1.22.)

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

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

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

1 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendants' records; however, Class
2 Members will have the right to challenge the number of Workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
4 the Court by mailing the notice packets after updating class members' addresses using the National
5 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
6 notices to any forwarding address provided or updated address located. Declaration of Cassandra Polites
7 ("Polites Decl."). Class Members were permitted to exclude themselves or "opt out" if they did not want
8 to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Polites Decl., Exh. A. To date, no Class
9 Members objected and no Class Members submitted a request for exclusion. Therefore, all Class
10 Members are deemed Participating Class Members and are bound by the Settlement and will be entitled
11 to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
12 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain
13 subject to the release of the PAGA Released Claims regardless of their request for exclusion.
14 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to
15 object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

21 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
22 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
23 in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).) The final expenses for the settlement
24 administration will be set forth in the forthcoming Polites Decl.

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

1 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
2 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this motion for
3 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
4 support, for these requests, including lodestar.

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

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
14 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
15 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
16 Settlement valued at \$475,000 is an excellent result for the Class. This result is particularly favorable
17 in light of the fact that liability and class certification in this case were far from certain in light of the
18 defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the
19 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
20 settlement is fair, reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated August 1, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On October
25 6, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
28 being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Polites Decl. Exh. A. In disseminating the notice, the Administrator
2 followed the notice procedures authorized by the Court in its Preliminary Approval Order. To date, there
3 have been no objections and no requests for exclusion, and the final results will be documented in the
4 forthcoming Polites Decl., which will be filed before the hearing on this motion and after the November
5 20, 2023 Response Deadline

6
7 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
8 Class Members were not properly paid all overtime wages for hours worked and at the correct rate, were
9 not provided meal and rest periods or premium payment in lieu thereof, were not timely paid earned
10 wages, were not provided reimbursement for required expenses, were not provided accurate itemized
11 wage statements, were not paid all wages at the time of termination. The Action seeks unpaid wages,
12 penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and owing
13 to Plaintiff and the other Class Members by virtue of the foregoing claims.

14
15 6. Procedural History of the Litigation

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

20 (b) On May 10, 2021, Plaintiff filed a class action Complaint against Defendants in the Superior
21 Court of the State of California, County of Kern. This class action Complaint asserted class claims
22 against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.;
23 (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3)
24 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
25 provide required meal periods in violation of California Labor Code §§ 226.7 and 512; (5) failure to
26 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse
27 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide
28 accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to provide

1 wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) a representative
2 claim for civil penalties under Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").
3 The class action Complaint is the operative complaint in the Action (the "Operative Complaint").

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

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

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

22 (f) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
23 to mediation, the Parties engaged in the above investigation and the exchange of documents and
24 information in connection with the Action. On September 22, 2022, the Parties participated in an all-day
25 mediation presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
26 actions. The Parties were unable to reach a settlement at mediation, but continued settlement negotiations
27 through the mediator for several months. In or around February of 2023, each side, represented by its
28 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was

1 memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the final
2 terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
3 contentious.

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

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

1 7. History of Settlement Discussions

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

10 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, Esq., a respected
11 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
12 preparation for the mediation, Defendants provided Class Counsel with necessary information for the
13 members of the Class, including payroll data and data concerning the composition of the Class. Plaintiff
14 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
15 a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the Parties
16 agreed to this Settlement, which was memorialized in the form of a Memorandum of Understanding.

17 (c) From February 2023 to May 2023, the settlement agreement and exhibits thereto were
18 finalized and executed, and then presented by motion to this Court for preliminary approval. On August
19 1, 2023, the Court issued its Order granting preliminary approved of the settlement as fair and reasonable
20 to the Class.

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

23
24 8. The outcome of this case would have been uncertain and fraught with risks.

25 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
26 the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with
27 all applicable Labor laws. Defendants argued that all work time was properly recorded and paid for.
28 Defendants argued that any rounding was facially neutral and therefore lawful. *See See's Candy Shops,*

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

17 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
18 to obtain class certification and thereby not recover on behalf of any employees other than herself.
19 Defendants could argue that the individual experience of each putative class member varied with respect
20 to the claims. Defendants could also contest class certification by arguing injury and good faith were
21 case-by-case determinations that precluded class certification. Plaintiff is aware of other cases where
22 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
23 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
24 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
25 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
26 been certified. While other cases have approved class certification in wage and hour claims, class
27 certification As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
28 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of

1 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
2 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
3 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
4 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
5 and length of a trial against Defendants through possible appeals which could take at least another two
6 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
7 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
8 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
9 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
10 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and
11 Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their
12 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement
13 is in the best interest of the Class.

14 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
15 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of Preliminary Approval
16 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
17 to the value of the claims. The calculations to compensate for the amount due to the Class Members at
18 the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting, in
19 advance of mediation. Class Counsel analyzed the data for putative class members and determined the
20 potential maximum damages for the class claims. For the Class, the maximum value of the claim for
21 unpaid wages due to alleged rounding was \$23,375, the maximum value of the claim for unpaid wages
22 due to alleged off-the-clock work was \$101,502, the maximum potential damages for unpaid meal
23 premiums were estimated to be \$448,094 based upon a 42% violation rate and after deduction for meal
24 premiums paid by Defendants, the maximum potential rest period damages were estimated to be
25 \$429,190 based upon the same 42% violation rate, and the maximum potential damages for failure to
26 provide expense reimbursement were calculated to be \$137,680. In total, the damages for the Class were
27 calculated to have a maximum potential total value of \$1,139,840. In addition, Plaintiff calculated that
28 the maximum value of the potential waiting time penalties were \$359,747, and the maximum value of

1 the potential wage statement penalties were \$363,150.¹ Consequently, the Gross Settlement Amount
2 represents more than 41% of the potential maximum damages calculated above for the Class in this case,
3 assuming these amounts could all be proven in full at trial.² The above calculations, however, were based
4 upon 19,607 workweeks, when in fact the actual workweeks turned out to be nearly half that amount.
5 As such, the above calculations likely overstate the damages by 48%. The maximum calculations should
6 then be adjusted in consideration for both the risk of class certification and the risk of establishing class-
7 wide liability on all claims. Given the amount of the Settlement as compared to the potential value of
8 the claims, the Settlement is most certainly fair and reasonable.

9 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
10 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
11 defenses both to liability and to class certification. The maximum and average class member allocations
12 will be documented in the Polites Decl. Given the complexities of this case, the defenses, along with the
13 uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should
14 be finally approved.

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

22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
24 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendants' position that Plaintiff and Class
26 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.").

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

1 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

4 (a) Class Counsel successfully negotiated a class action settlement which provides for
5 a common fund settlement to be paid by Defendants to the Class in the amount of Four Hundred
6 Seventy-Five Thousand Dollars (\$475,000) (Agreement ¶¶ 1.22 and 3.1.) As part of the settlement, the
7 parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as
8 the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
9 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
10 Settlement Amount.

11 (b) In the class action context, that means "attempting to award the fee that informed
12 private bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
13 between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-
14 third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for
15 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees
16 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
17 market value of the award requested.

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

21
22 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
23 Created for the Benefit of the Class

24 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
25 one-third of the Gross Settlement Amount of \$475,000, which equals \$158,333 for attorneys' fees. As
26 part of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations
27 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally,
28

1 Defendants also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
2 amount of \$10,000, as her service award under the Agreement.

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

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

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

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

3 (f) The Settlement was possible only because Class Counsel was able to convince
4 Defendants that Plaintiff could potentially prevail on the contested issues regarding liability, maintain
5 class certification, overcome difficulties in proof as to monetary relief and take the case to trial if need
6 be. In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage
7 and hour and class action litigation. The high quality of the Class Counsel's work in this case was
8 mandated by the vigorous defense presented by counsel for Defendants. Over the last years of litigation,
9 Class Counsel was required to invest substantial time and resources in investigation, litigation, the
10 determination of potential damages and communicating with and responding to opposing counsel's and
11 class members' requests and inquiries.

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

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

27 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
28

1 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
2 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$673,299
3 is also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
4 **records for Class Counsel evidence that through November 14, 2023, Class Counsel’s total lodestar**
5 **is \$201,178.50**, with additional fees still to be incurred to complete final approval and the settlement
6 process. (Exhibits #3 and 4.) The requested fee award is therefore currently equivalent to Class
7 Counsel’s total lodestar with a “negative” multiplier of 0.79, and there will be additional lodestar
8 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
9 reports. Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and
10 *Vizcaino*. As evidenced by the billing, Class Counsel’s work was efficiently performed and highly
11 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
12 this Court may conclude that the requested award is fair and reasonable and is justified under California
13 law.

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

21 11. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case
22 No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and
23 hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
24 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour
25 class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court
26 Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
27 settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior
28

1 Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour
2 class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
3 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class
4 action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No.
5 CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action
6 settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case
7 No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
8 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case
9 No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour
10 class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*,
11 (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger
12 awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in
13 *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard
14 B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November
15 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139),
16 Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February
17 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
18 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement.
19 On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No.
20 CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
21 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court
22 Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
23 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
24 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
25 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
26 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
27 class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County Superior
28

1 Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a wage and hour
2 class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior
3 Court Case No. 37-2019-00050203), Judge Richard Whitney approved a one-third fee award in a wage
4 and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior
5 Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and
6 hour class settlement.

7 12. The contemporaneous billing records for Class Counsel evidence that through November
8 14, 2023, **Class Counsel's total lodestar is \$201,178.50**, with significant additional fees still to be
9 incurred to complete final approval and the settlement process. The requested fee award is therefore
10 currently equivalent to Class Counsel's total lodestar with a negative multiplier of 0.79, and there will
11 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
12 settlement distribution and reports. From June 2020 to November 14, 2023, Class Counsel performed
13 more than 261 hours of lodestar time with hourly attorney rates between \$450 and \$995. A detailed
14 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
15 Exhibits #3 and 4.³ In addition, Class Counsel will be performing significant additional work that is not
16 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
17 final approval, and monitoring completion of the settlement process. I expect this additional work will
18 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
19 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
20 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
21 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
22 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates
23 have been approved by Court's throughout California, including the Courts in the Superior Court of
24 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
25 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]"
26

27
28 ³ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to November 14, 2023.

community’—the Central District of California’’. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014). This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of class claims. Several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charged rates as high as \$875 for partners and \$535 for associates. Also several years ago, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multiplier approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of **\$17,103.27** based upon counsel’s billing records. The requested expense reimbursement is less than the not-to-exceed amount identified in the Agreement and the difference will remain in the Net Settlement Amount for distribution to the Class. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal), CourtCall charges, and research (LexisNexis) charges, all of which are costs normally billed to and paid by the client.⁴ The details of the

⁴ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging, photocopying, long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*

1 litigation expenses incurred are set forth in Exhibits #3 and 4 hereto.⁵ These costs were reasonably
2 incurred in the prosecution of the Action.

3
4 Service Award

5 14. For her service as the only class representative, Plaintiff should be awarded the agreed
6 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on
7 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendants have agreed to this
8 payment and there have been no objections to the requested service award. The Declaration of Plaintiff
9 in support of this request is attached hereto as Exhibit #6. As the sole representative of the Class, the
10 Plaintiff performed her duty to the Class admirably and without exception. Plaintiff worked extensively
11 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
12 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
13 Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
14 the class release. The Declaration of Plaintiff details the involvement, stress and risks she undertook as
15 a result of this Action. The Plaintiff also assumed the serious risk that she might possibly be liable for
16 costs and fees to Defendants, as well as the reputational risk of being “blacklisted” by other future
17 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff's
18 participation, cooperation and information, no other employees would be receiving any benefit. The
19 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
20 is well within the currently awarded range for similar settlements. The requested award is also
21 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
22 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas.
23 (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian*
24 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class

25
26 _____
27 *Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

28 ⁵ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to November 14, 2023.

1 member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
2 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
3 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
4 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
5 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case
6 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
7 *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
8 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
9 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award);
10 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
11 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
12 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
13 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
14 County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
15 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000
16 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
17 Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
18 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service
19 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
20 Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
21 No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);
22 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
23 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general
24 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
25 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
26 Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v.*
27 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
28

2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. 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 Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against her former employer. Plaintiff put her future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" her for employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry

1 exists that allows employers to run extensive background searches on potential employees. Companies
2 who provide these services specifically highlight the fact that their services allows employers to weed
3 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
4 whether a prospective employee is likely to sue" the employer, through background checks and other
5 means, to screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has
6 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
7 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
8 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
9 extremely competitive and highly litigious, conducting pre employment background checks has become
10 a necessity."⁸

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
13 expenses in the amount of \$17,103.27, and approval of the requested service award to the Plaintiff.

14 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
15 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug
16 Bhowmik De Blouw LLP.

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 14th day of November 2023, at San Diego, California.

20
21
22 
23 Kyle Nordrehaug

24
25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

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

EXHIBIT #1

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
kyle@bamlawca.com

To Defendants:

Daniel K. Klingenberg
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: dklingenberg@lebeauthelen.com
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

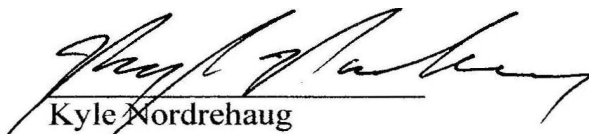
Dated: _____

[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.

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: _____

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.

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

	yourself, you will still be paid your 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.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline ()	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. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the 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. 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.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline ()	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

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,
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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)
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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
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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,
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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.

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

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

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

EXHIBIT #3

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

NOVEMBER 14, 2023

LILIANA ANDERSON

RE: PRIME HOSPITALITY SERVICES LLC
FILE NUMBER: CA2128.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/05/20	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATION IN CA. CONFERENCE WITH PLAINTIFF AND HER HUSBAND.	3.50	850	2,975.00
06/10/20	ND	REVIEW AND ANALYZE EMAILS AND DOCS FROM PLAINTIFF REGARDING RETALIATION ISSUES AND OFF THE CLOCK WORK TASKS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE STATUTE OF LIMITATIONS ISSUES FOR DFEH CLAIMS. CALL WITH PLAINTIFF.	3.80	850	3,230.00
09/15/20	ND	REVIEW ANALYZE CA SEC OF STATE INFORMATION. STATUS UPDATE TO PLAINTIFF. REVIEW PAGA WEBSITE FOR RECENT FILINGS.	1.00	850	850.00
01/15/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE PAY STATEMENTS FOR 226(A) AND OVERTIME VIOLATIONS, LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT AND LAWSUIT PROCESS.	4.70	850	3,995.00
01/25/21	ND	DRAFT ORIGINAL COMPLAINT.	4.70	850	3,995.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REVIEW AND ANALYZE FACTS AND LAW.			
02/10/21	ND	DRAFT COMPLAINT.	4.00	850	3,400.00
02/26/21	ND	DISCUSS STATUS OF LAWSUIT WITH PLAINTIFF. REVIEW AND REVISE COMPLAINT. SEND COMPLAINT TO PLAINTIFF FOR APPROVAL TO FILE.	2.50	850	2,125.00
03/04/21	ND	DRAFT INTERNAL CASE NOTES MEMO.	2.00	850	1,700.00
03/05/21	ND	REVIEW AND ANALYZE COMPLAINT AND CASE NOTES. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	1.90	850	1,615.00
03/05/21 01	KN	ANALYSIS OF FACTS AND CLAIMS; REVIEW NOTES AND DAMAGE ANALYSIS; REVIEW DRAFT COMPLAINT; REVIEW CLIENT DOCUMENTS; ADVISE STAFF	2.50	950	2,375.00
03/15/21 15	KN	REVIEW FILED DOCUMENTS AND COURT NOTIES; REVIEW STATUS AND EMAILS FROM RE	0.50	950	475.00
05/06/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
05/06/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.75	675	1,856.25
05/10/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT; DRAFT PAGA CAUSE OF ACTION; FORWARD TO ND	3.50	675	2,362.50
05/10/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
05/10/21	RE	FINALIZE COMPLAINT PACKAGE; FILE IN KERN COUNTY SUP. CT.	0.60	675	405.00
05/10/21	ND	REVIEW AND REVISE PAGA COA AND COMPLAINT. ANALYZE PAGA LETTER. DISCUSS WITH R. EHMANN.	1.30	850	1,105.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/12/21	JH	INITIAL REVIEW/ANALYZE DOCS IN FILE; ASSESS CASE NOTES AND ADVISE RE	1.50	750	1,125.00
05/13/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE CMC, OSC AND JUDICIAL ASSIGNMENT	0.60	675	405.00
05/13/21	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
06/14/21	RE	REVIEW DOCKET; PULL CMC/DEPT. ORDER; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	1.00	675	675.00
07/01/21	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE WRITTEN DISCOVERY COMMENCEMENT START DATE	0.50	675	337.50
08/04/21	CJ	EVALUATE STATUS OF CASE AND CLAIMS, REVIEW CASE NOTES, EVALUATE STATUS OF DISCOVERY STAY, REQUEST KH PREPARE INITIAL ROUND OF DISCOVERY	0.75	550	412.50
08/09/21	RE	REVIEW OSC ORDER RE SERVICE OF PROCESS; REVIEW FILE; SEND FILE STAMPED POSS TO C JAMES	0.40	675	270.00
08/09/21	KH	DRAFT INITIAL DISCOVERY TO DEFENDANTS (FORM INTERROGATORIES, SET ONE; SPECIAL INTERROGATORIES, SET ONE (TO INCLUDE DRAFT BELAIRE WEST NOTICE); REQUESTS FOR PRODUCTION, SET ONE; REQUESTS FOR ADMISSIONS, SET ONE; NOTICE OF TAKING DEPOSITION OF DEFENDANTS; DRAFT SERVICE LIST. DRAFT E-SERVICE ELECTION EMAIL TO DEFENDANT'S COUNSEL.	1.80	250	450.00
08/09/21	CJ	RESEARCH POSTURE OF CASE AND	0.75	550	412.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CLAIMS, RESEARCH STATUS OF SERVICE IN PREPARATION FOR DRAFTING OSC STATEMENT			
10/05/21	CJ	T/C WITH VR RE JOINT EMPLOYER THREORY	0.50	550	275.00
10/06/21 06	VR	CORRESPONDENCE TO DEFENDANT RE MEET AND CONFER AND CMC; REVIEW COURT'S ORDERS AND DOCKET; REVIEW COMPLAINT AND CASE NOTES; ADVISE JH	1.60	750	1,200.00
10/07/21	JH	FURTHER REVIEW CASE DOCS AND CASE NOTES; REVIEW/ANALYZE DISCOVERY REQUESTS TO DEFENDANTS; CORRESPONDENCE FROM DEFENSE COUNSEL RE SAME; DISCUSS DISCOVERY WITH VR	2.00	750	1,500.00
10/07/21 04	VR	CONFERENCE WITH ATTORNEY CJ RE JOINT EMPLOYER ISSUES AND DISCOVERY; LEGAL RESEARCH; FOLLOW UP	0.80	750	600.00
10/07/21 15	VR	REVIEW STATUS OF DISCOVERY AND SERVICE; REVIEW COMPLAINT; REVIEW RELATIONSHIP BETWEEN DEFENDANTS; CORRESPONDENCE TO DEFENDANT; ADVISE JH	2.00	750	1,500.00
10/11/21	JH	REVIEW/ANALYZE DEFENDANT'S DISCOVERY REQUESTS; CIRCULATE TO TEAM AND ADVISE RE RESPONSES; CONFER WITH CALENDAR	1.60	750	1,200.00
10/15/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY REQUESTS AND STATUS OF DICOVERY	0.60	750	450.00
10/20/21 15	VR	REVIEW DISCOVERY REQUESTS FROM DEFENDANT; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW DOCUMENTS; AVISE JH AN DHD	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/25/21	KH	DRAFT RESPONSE SHELLS TO DEFENDANT'S DISCOVERY REQUESTS, SET ONE (SPECIAL INTERROGATORIES, REQUESTS FOR PRODUCTION; REQUESTS FOR ADMISSIONS)	0.80	250	200.00
10/25/21 15	VR	REVIEW DISCOVERY REQUESTS; REVIEW DOCUMENTS; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE HD	1.50	750	1,125.00
10/25/21 17	VR	REVIEW & REVISE CMC STATEMENT; REVIEW STATUS OF CASE AND CASE NOTES; REVIEW DISCOVERY STATUS; ADVISE HD	2.00	750	1,500.00
10/25/21 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW DOCUMENTS AND BASE BACKGROUND; ADVISE JH	2.50	750	1,875.00
10/26/21	KH	DRAFT RESPONSE SHELLS TO DEFENDANT'S DISCOVERY REQUESTS, SET ONE (FORM INTERROGATORIES - GENERAL; FORM INTERROGATORIES - EMPLOYMENT LAW)	0.70	250	175.00
10/27/21 10	VR	DRAFT DISCOVERY RESPONSE ON BEHALF OF PLAINTIFF; REVIEW DOCUMENTS AND CASE NOTES; REVIEW COMPLAINT	6.00	750	4,500.00
10/28/21 10	VR	DRAFT DISCOVERY RESPONSES ON BEHALF OF PLAINTIFF; REVIEW DOCUMENTS; REVIEW CASE NOTES AND COMPLAINT	5.00	750	3,750.00
11/02/21 07	VR	CORRESPONDENCE TO CLIENT RE DISCOVERY AND STATUS OF CASE; REVIEW DISCOVERY AND STATUS OF CASE	0.70	750	525.00
11/03/21	JH	REVIEW/ANALYZE DEFENDANT'S CMC STMT	0.40	750	300.00
11/05/21 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY RESPONSES; REVIEW	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEFENDANT'S RESPONSES AND DEADLINES; ADVISE ACS			
11/05/21 10	VR	DRAFT DISCOVERY RESPONSES; REVIEW COMPLAINT, CASE NOTES, AND DOCUMENTS	4.50	750	3,375.00
11/08/21	JH	REVIEW FILE, CMC STMTS, AND STATUS OF DISCOVERY; PREPARE FOR CMC	1.00	750	750.00
11/09/21	JH	PREPARE AND APPEAR FOR CMC; DISCUSS WITH TEAM AND ADVISE RE FUTHER HANDLING	1.00	750	750.00
11/11/21	JH	FURTHER REVIEW/ANALYZE DOCS IN FILE; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	1.60	750	1,200.00
11/11/21 15	VR	REVIEW COMPLAINT AND CASE NOTES; REVIEW PLAINTIFF'S DOCUMENTS; ADVISE NDB;	3.00	750	2,250.00
11/11/21 10	VR	DRAFT PLAINTIFF'S WRITTEN DISCOVERY	2.00	750	1,500.00
11/19/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT; REIVEW DISCOVERY RESPONSES AND REQUESTS; ADVISE JH	3.00	750	2,250.00
11/29/21	JH	REIVEW FILE AND ASSESS STATUS OF DISCOVERY; ADVISE TEAM RE DISCOVERY NEEDS	0.70	750	525.00
12/13/21	JH	REVIEW/ANALYZE DEFENDANT'S DISCOVERY RESPONSES; ADVISE TEAM	1.00	750	750.00
12/27/21	JH	REVIEW/ANALYZE DEFENDANT'S MEET AND CONFER LETTER; ADVISE VR; REVIEW/REVISE PLAINTIFF'S MEET AND CONFER LETTER TO DEFENDANT	2.00	750	1,500.00
12/27/21 10	VR	DRAFT MEET AND CONFER CORRESPONDENCE RE DISCOVERY; REIVEW DISCOVERY RESPONSES;	4.50	750	3,375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REVIEW CORRESPONDENCE FROM DEFENDANT; ADVISE JH			
01/04/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY, PMK, AND BELAIRE NOTICE; ADVISE JH	1.00	750	750.00
01/07/22	JH	REVEIW/ANALYZE DEFENDANT'S REVISIONS TO BELAIRE WEST NOTICE; ADVISE TEAM	0.40	750	300.00
01/07/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW CORRESPONDENCE BETWEEN PARTIES; REVIEW DISCOVERY AND DEADLINES; FOLLOW UP	1.50	750	1,125.00
01/10/22	JH	REVIEW FILE; DISCUSS MATTER WITH VR RE MEET AND CONFER CALL WITH DEFENSE COUNSELL; ADVISE ACCORDINGLY	0.70	750	525.00
01/10/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE DISCOVERY; REVIEW DISCOVERY; PREPARE FOR MEET AND CONFER; REVIEW COURT'S ORDERS AND LOCAL RULES; ADVISE JH; FOLLOW UP EMAIL	3.80	750	2,850.00
01/11/22	JH	DISCUSS MATTER WITH AJB	0.50	750	375.00
01/20/22	JH	REVIEW FILE; ASSESS STATUS OF MATTER	0.40	750	300.00
01/20/22 06	VR	CORRESPONDENCE TO DEFENDANT RE BELAIRE NOTICE; REVIEW DEFENDANT'S DISCOVERY RESPONSES; REVIEW STATUS OF BELAIRE; ADVISE JH	1.50	750	1,125.00
01/25/22 06	VR	CORRESPONDENCE TO THIRD PARTY ADMINISTRATOR RE BELAIRE MAILING; REVIEW BELAIRE NOTICE AND STATUS; REVIEW CORRESPONDENCE BETWEEN PARTIES	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/26/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE CASE; PREP; FOLLOW UP	0.60	750	450.00
02/03/22 06	VR	CORRESPONDENCE TO DEFENDANT RE DISCOVERY; REVIEW DISCOVERY AND STATUS OF MEDIATION; ADVISE JH AND HD	1.50	750	1,125.00
02/08/22	PM	REVIEW COMPLAINT AND STATUS OF ACTION; SUBMIT CASE SUMMARY AND INFORMATION REQUESTED BY MEDIATOR.	0.75	750	562.50
02/11/22 15	VR	REVIEW UPCOMING DEADLINES; REVIEW STATUS OF MEDIATION; REVIEW DISCOVERY	0.60	750	450.00
02/14/22	JH	REVIEW FILE AND CASE NOTES; DRAFT MEDIATION DATA REQUEST CORRESPONDENCE TO DEFENDANT; DISCUSS WITH AJB AND REVISE ACCORDINGLY	1.50	750	1,125.00
02/18/22	JH	REVIEW/ANALYZE DEFENDANT'S CMC STMT	0.30	750	225.00
03/22/22	HD	REVIEW COURT CASE DOCKET TO VERIFY CMC HEARING STILL ON CALENDAR FOR 03/23/22. CHECK FOR TENTATIVE ACCORDINGLY.	0.20	250	50.00
03/23/22	JH	PREPARE FOR AND ATTEND CMC; ADVISE TEAM	1.30	750	975.00

TOTAL BILLED HOURS

CHARLOTTE JAMES	2.00 hr @ 550.00	\$ 1,100.00
HEATHER DROSI	0.20 hr @ 250.00	\$ 50.00
JEFF HERMAN	17.90 hr @ 750.00	\$ 13,425.00
KARLA HORNE	3.30 hr @ 250.00	\$ 825.00
KYLE NORDREHAUG	3.00 hr @ 950.00	\$ 2,850.00
NICK DEBLOUW	29.40 hr @ 850.00	\$ 24,990.00
PIYA MUKHERJEE	0.75 hr @ 750.00	\$ 562.50
RICO EHMANN	10.75 hr @ 675.00	\$ 7,256.25
VICTORIA RIVAPALACIO	54.20 hr @ 750.00	\$ 40,650.00

TOTAL PROFESSIONAL SERVICES

121.50

\$ 91,708.75

COSTS ADVANCED

03/05/21	PAGA FILING FEE	75.00
05/13/21	FILING FEE ONE LEGAL.	1,493.55
06/03/21	MESSENGER - KNOX	205.30
07/01/21	ONE LEGAL/FILING FEE	16.06
07/02/21	ONELEGAL/FILING FEE	40.15
10/26/21	FILING VIA ONELEGAL	16.06
11/04/21	COURTCALL ID: 11381150- REMOTE COURT APPEARANCE	94.00
02/09/22	MEDIATION FEES - KRIVIS - FIRST MEDIATION.	9,000.00
02/17/22	COURT FILING	12.35
02/17/22	COURT FILING	16.06
03/09/22	COURT FILING	<u>16.06</u>
	TOTAL COSTS ADVANCED	<u>\$ 10,984.59</u>

TOTAL CURRENT CHARGES

\$102,693.34

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 11/14/2023
Due On: 12/14/2023

Liliana E Anderson
4000 Scenic River Lane, Apt. 4M
Bakersfield, CA 93308

CA2128

Ramm Hospitality, Inc./ Prime Hospitality Services, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	08/01/2022	Review file in preparation for deadline	0.30	\$675.00	\$202.50
Service	08/08/2022	Review correspondence, discovery, documents and exhibit book. Draft and send communication to Defendant re: outstanding documents and data in Plaintiff's Mediation Data Request.	2.40	\$675.00	\$1,620.00
Service	08/08/2022	Review/analyze Handbook which identifies many of the Policies requested, and Plaintiff's personnel file and documents. Draft Mediation Brief.	3.00	\$895.00	\$2,685.00
Service	08/31/2022	Prepare for and attend meet and confer call with defense counsel	0.50	\$750.00	\$375.00
Service	09/01/2022	Review and analyze data produced for mediation purposes. Call with Plaintiff to discuss facts and law for mediation brief. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	09/02/2022	Review/analyze mediation docs production	1.00	\$750.00	\$750.00
Service	09/05/2022	Further review Defendant's mediation doc production	1.00	\$750.00	\$750.00
Service	09/05/2022	Review all pay stub exemplars for 226(a) violations. Legal research regarding recent court opinions regarding the same. Analyze wage and hour handbooks..	3.40	\$850.00	\$2,890.00
Service	09/07/2022	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation.	2.90	\$850.00	\$2,465.00

Status update to Plaintiff.					
Service	09/09/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/09/2022	Review and analyze time punch data. Analyze meal and rest break facts and law. Research class certification issues for meal break claims. Prepare for mediation.	3.70	\$850.00	\$3,145.00
Service	09/12/2022	Review calendar and case file and update calendar and team re: future Mediation.	0.20	\$675.00	\$135.00
Service	09/12/2022	Draft mediation brief. Analyze settlement issues.	5.00	\$850.00	\$4,250.00
Service	09/14/2022	Add individual claims to case notes, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	09/16/2022	Draft/finalize mediation brief.	8.00	\$895.00	\$7,160.00
Service	09/16/2022	Review & advise AJ re mediation brief draft; pull exhibits; forward to AJ for further review	2.20	\$675.00	\$1,485.00
Service	09/19/2022	Discussion with co-counsel re potential coordination; f/u with defense counsel re same	0.50	\$750.00	\$375.00
Service	09/20/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	09/20/2022	Review and analyze mediation brief and all exhibits attached thereto in preparation for mediation. Review and analyze expert damage and penalty report. Review case demographics review and revise MOU for mediation.	3.20	\$850.00	\$2,720.00
Service	09/21/2022	Review/analyze updated mediation data from Def; advise team	1.00	\$750.00	\$750.00
Service	09/22/2022	Discuss with AJB re outcome of mediation	0.40	\$750.00	\$300.00
Service	09/22/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	09/27/2022	Correspondence with defendant re discovery and belaire notice; correspondence with ILYM re same	0.60	\$750.00	\$450.00
Service	10/11/2022	Correspondence with ILYM and defendant re receipt of class data; f/u with defendant re meet and confer call for discovery	0.40	\$750.00	\$300.00
Service	10/11/2022	Reviewed correspondence. Reviewed documentation production. Discussed with AJB and JSH. Drafted and sent correspondence re: meet and confer re; MTC and BW.	2.30	\$675.00	\$1,552.50
Service	10/13/2022	Discuss with and advise SP re discovery and ongoing settlement communications	1.00	\$750.00	\$750.00
Service	10/17/2022	Prepare and appear for meet and confer call with	1.00	\$750.00	\$750.00

		defense counsel; advise AJB			
Service	10/17/2022	Review case status and case docket. Draft shell of CM110 -Case Management Statement and Proof of Service. Send to attorney for review and finalization.	0.50	\$250.00	\$125.00
Service	10/17/2022	Prepared for and Met and conferred with Counsel re: production and BW Notice. Drafted and sent follow up email to Counsel. Updated case file.	2.20	\$675.00	\$1,485.00
Service	10/18/2022	Review file and notes from recent meet and confer call; draft CMC stmt	0.50	\$750.00	\$375.00
Service	10/28/2022	Review/analyze Defendant's CMC stmt	0.50	\$750.00	\$375.00
Service	11/02/2022	Prepare and appear for CMC; advise team	0.70	\$750.00	\$525.00
Service	11/02/2022	Prep for and have call w/ mediator. Review/analyze mediator's proposal. Draft/send response.	2.00	\$895.00	\$1,790.00
Service	11/03/2022	Correspondence re mediators proposal	0.30	\$750.00	\$225.00
Service	11/07/2022	Review correspondence re mediator proposal acceptance; review draft MOU	0.40	\$750.00	\$300.00
Service	11/07/2022	Review corr from mediator re proposal. Draft/send response.	1.00	\$895.00	\$895.00
Service	12/27/2022	Review draft confidentiality agreement	0.40	\$750.00	\$300.00
Service	12/29/2022	Correspondence re: Confirmation of MTC discovery deadline extension.	0.40	\$675.00	\$270.00
Service	01/05/2023	Review and revise draft confidentiality agreement for Defendant's financial data; advise AJB	0.50	\$750.00	\$375.00
Service	01/16/2023	Review Defendant financial docs to assess ability to pay mediator's proposal; discuss with team	0.80	\$750.00	\$600.00
Service	01/24/2023	Reviewed case file and updated hearing calendar.	0.40	\$675.00	\$270.00
Service	01/26/2023	Review file; advise team re status of discovery and settlement	0.30	\$750.00	\$225.00
Service	01/31/2023	Reviewed correspondence, case notes and documents. Drafted and filed CMC notice.	1.70	\$675.00	\$1,147.50
Service	01/31/2023	Discuss status of settlement and proposed payment plan with AJB; advise SP	0.40	\$750.00	\$300.00
Service	02/01/2023	Reviewed case notes, orders and correspondence to prepare for upcoming deadlines.	0.30	\$675.00	\$202.50
Service	02/04/2023	Review MOU and final edits, analyze, advise AJ.	2.25	\$995.00	\$2,238.75
Service	02/07/2023	Review/analyze Defendant's CMC stmt; circulate.	0.40	\$750.00	\$300.00
Service	02/08/2023	Review/analyze Defendant's proposed revisions to daft	0.40	\$750.00	\$300.00

MOU					
Service	02/15/2023	Reviewed MOU, complaint, CMC statement and correspondence. Prepared and appeared for hearing. Updated file.	3.10	\$675.00	\$2,092.50
Service	02/16/2023	Review MOU terms. Conference with Plaintiff to discuss terms and process of settlement payout. Send to Plaintiff for signature and follow up for signature.	1.30	\$850.00	\$1,105.00
Service	03/20/2023	Review complaint and procedural posture; review MOU and related correspondence; draft longform settlement agreement; discuss with KN; circulate to Defendants for review; correspondence with settlement admins re bids	3.50	\$750.00	\$2,625.00
Service	03/20/2023	Review draft agreement; provide instructions to JH	0.50	\$950.00	\$475.00
Service	03/21/2023	Review email and Admin issue; review estimate; email Admin re revised estimate.	0.30	\$950.00	\$285.00
Service	03/29/2023	Review file and assess status of longform settlement agreement; f/u correspondence with defense counsel re same; advise NBB	0.30	\$750.00	\$225.00
Service	03/30/2023	Review/analyze Defendant's further revisions to longform settlement agreement; discuss with KN; further revise and circulate to Defendant for review	0.50	\$750.00	\$375.00
Service	03/30/2023	Review draft agreement and defendant's revisions; review MOU to insure compliance with MOU; review emails, memo to JH re final revisions	1.00	\$950.00	\$950.00
Service	03/31/2023	Reviewed MOU and Complaint.	1.10	\$675.00	\$742.50
Service	04/05/2023	Review file; advise SP re CMC	0.40	\$750.00	\$300.00
Service	04/13/2023	Review/analyze Defendant's CMC stmt	0.40	\$750.00	\$300.00
Service	04/17/2023	Review file and correspondence; f/u with defense counsel re status of longform agreement	0.30	\$750.00	\$225.00
Service	04/18/2023	Reviewed Orders, correspondence and settlement documents. Discussed Preliminary Approval motion with JSH and KN. Drafted CMC statement. Finalized and arranged for service and filing of CMC statement.	2.10	\$675.00	\$1,417.50
Service	04/19/2023	Review file and corresp.; additional f/u with defense counsel re longform agreement	0.30	\$750.00	\$225.00
Service	04/24/2023	Call with defense counsel re status of longform agreement; advise team; review revised longform; finalize and circulate for execution	0.60	\$750.00	\$450.00
Service	04/24/2023	Review revisions to agreement by Defendant; perform final review of agreement; memo to JH	1.00	\$950.00	\$950.00
Service	04/27/2023	Review settlement agreement and exhibits thereto for conformity with MOU. Analyze settlement installment	1.40	\$850.00	\$1,190.00

		plan. Discuss terms with Plaintiff. Send agreement for signature to Plaintiff. Follow up.			
Service	05/03/2023	Prepared and appeared for hearing. Updated case file.	2.10	\$675.00	\$1,417.50
Service	06/28/2023	work on exhibits to agreement; analysis of approval issues and next steps	1.50	\$950.00	\$1,425.00
Service	06/29/2023	draft exhibits to Agreement; email Def	3.50	\$950.00	\$3,325.00
Service	06/29/2023	Draft motion for preliminary approval; analysis of facts and valuation for motion; email Defendant	4.50	\$950.00	\$4,275.00
Service	06/29/2023	Review/analyze draft MPA; discuss with KN	0.50	\$750.00	\$375.00
Service	06/29/2023	Advise partner on Kullar analysis for approval brief.	2.00	\$895.00	\$1,790.00
Service	07/05/2023	Follow up with L. Anderson re preliminary approval declaration draft	0.30	\$675.00	\$202.50
Service	07/05/2023	Phone conference w Anderson re preliminary approval declaration draft	0.50	\$675.00	\$337.50
Service	07/05/2023	Review status and emails; email Def; review draft motion	0.40	\$950.00	\$380.00
Service	07/06/2023	Draft declaration ISO motion; prepare exhibits for declaration	3.50	\$950.00	\$3,325.00
Service	07/06/2023	Review and revise preliminary approval motion for final; prepare for filing; file and serve; serve LWDA	2.50	\$950.00	\$2,375.00
Service	07/17/2023	Prepare shell CM110 (Case Management Statement). Forward to attorney Herman for review and finalization.	0.30	\$250.00	\$75.00
Service	07/17/2023	Review file and status of approval process; draft/revise CMC stmt; advise HD re filing	0.40	\$750.00	\$300.00
Service	07/17/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement and Proof of Service to Court for filing via One Legal and serve via email.	0.30	\$250.00	\$75.00
Service	07/18/2023	Review Defendant's CMC stmt; circulate	0.20	\$750.00	\$150.00
Service	08/01/2023	Court appearance - motion for preliminary approval; prepare for hearing; memo to fil	1.00	\$950.00	\$950.00
Service	08/04/2023	review status and docket; memo to admin with documents	0.50	\$950.00	\$475.00
Service	08/09/2023	Review status and research status of signed order; memo to staff	0.40	\$950.00	\$380.00
Service	08/09/2023	Review/analyze order granting preliminary approval; discuss final approval with KN	0.40	\$750.00	\$300.00
Service	08/10/2023	Review signed order; email Admin; review timeline and	0.30	\$950.00	\$285.00

		respond to Admin			
Service	08/11/2023	Review/analyze revised class notice; discuss with KN	0.40	\$750.00	\$300.00
Service	08/11/2023	Review Admin emails; review timeline; review formatted documents; respond	0.40	\$950.00	\$380.00
Service	10/03/2023	review Admin email; review preliminary calculations; respond	0.50	\$950.00	\$475.00
Service	10/23/2023	Review file and preliminary approval order; discuss final/fee briefs with KN	0.60	\$750.00	\$450.00
Service	10/23/2023	Review status; advise JH	0.25	\$950.00	\$237.50
Service	10/24/2023	Further review/analyze preliminary approval order, settlement admin report and preliminary calculations, and longform agreement; assess attorney billing and costs for purposes of analyzing loadstar; draft notice of motion for final and approval and fees, and supporting memorandum; circulate to KN for review and advise	4.50	\$750.00	\$3,375.00
Service	11/10/2023	Review and revise draft motion for final approval; research issues; email draft to Defendant; memo to staff	2.00	\$950.00	\$1,900.00
Service	11/10/2023	Review/analyze Defendant's MTC Reply brief	1.50	\$750.00	\$1,125.00
Service	11/10/2023	Review KN revisions to MFA/Fee brief; further review preliminary approval order and settlement agreement; draft MFA/Fee supporting declaration; circulate to KN and discuss	2.70	\$750.00	\$2,025.00
Service	11/14/2023	Review and revise declaration ISO motion for final approval; prepare exhibits	1.00	\$950.00	\$950.00
Service	11/14/2023	Review and revise motion for final approval; prepare motion for final; file and serve motion; serve LWDA	2.73	\$950.00	\$2,593.50
Services Subtotal				\$109,469.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/02/2022	Expert Fees - Berger.	1.00	\$5,400.00	\$5,400.00
Expense	10/18/2022	One Legal ID 19127114	1.00	\$16.57	\$16.57
Expense	02/01/2023	filing via One Legal	1.00	\$17.04	\$17.04
Expense	04/18/2023	court filing via One Legal	1.00	\$13.33	\$13.33
Expense	04/18/2023	court filing via One Legal	1.00	\$17.04	\$17.04
Expense	07/10/2023	Filing fee - one legal - motion	1.00	\$80.66	\$80.66

Expense	07/18/2023	One Legal Invoice No. 05155069	1.00	\$17.04	\$17.04
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$178.00	\$178.00
Expense	09/01/2023	Lexis Nexis	1.00	\$99.00	\$99.00
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	11/13/2023	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$6,118.68	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	16.0	\$895.00	\$14,320.00
Norm Blumenthal	2.25	\$995.00	\$2,238.75
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	25.4	\$850.00	\$21,590.00
Ricardo Ehmann	3.0	\$675.00	\$2,025.00
Jeffrey Herman	30.5	\$750.00	\$22,875.00
Kyle Nordrehaug	27.78	\$950.00	\$26,391.00
Sergio Puche	18.6	\$675.00	\$12,555.00
Heather Drosi	1.1	\$250.00	\$275.00
Subtotal			\$115,588.43
Total			\$115,588.43

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/14/2023	\$115,588.43	\$0.00	\$115,588.43
Outstanding Balance				\$115,588.43
Total Amount Outstanding				\$115,588.43

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

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 LILIANA
ANDERSON IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

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

1 I, Liliana Anderson, declare as follows:

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

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

9 3. I worked for the defendants ("Ramm Hospitality") in California from January of 2020 to
10 March 13, 2020 and was classified by Ramm Hospitality as an hourly, non-exempt employee
11 during that time period.
12

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

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, I was
23 regularly unable to take compliant meal and rest breaks which were often late, interrupted or
24 missed entirely, and I did not receive all the meal and rest break premium payments I was
25 entitled to when these violations occurred. Also, I often had to work during my meal periods but
26 did not get paid any wages for this time I spent working. In addition, I had to use my personal
27

1 cell phone for work-related purposes but was not reimbursed by Ramm Hospitality for the
2 reasonable costs I incurred.

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

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

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

1 filing a class action lawsuit.

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

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

16 11. A mediation took place on September 22, 2022 with Jeffrey Krivis, a well-
17 respected and experienced mediator of wage and hour class actions. The parties were unable to
18 reach a settlement at mediation but continued settlement negotiations through the mediator for
19 several months and in February of 2023 the parties reached an agreement to settle the action
20 based on a mediator's proposal. I communicated with my attorneys regarding the terms of the
21 settlement which was reached between the parties and understood that I was representing absent
22 class members and therefore wanted the best possible result to be obtained for the class members
23 and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the
24 Memorandum of Understanding on February 16, 2023 and when the final settlement papers were
25 ready, I closely reviewed the Settlement Agreement which I signed on April 27, 2023.
26
27

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

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

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

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

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

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

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

7 Executed on Jul 6, 2023, at Las Vegas, Nevada.
8 (city, state)

9 Liliana E. Anderson
10 Liliana E. Anderson (Jul 6, 2023 06:13 PDT)

11 Liliana Anderson
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