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6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
of all other similarly situated employees,

12 Plaintiff,

13 vs.
14

15 RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
16 HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on November 15, 2021, at 8:30 a.m., or as soon thereafter as the
3 matter may be heard in Department 6 of the above-entitled Court, Plaintiff Sara Franco, individually and
4 on behalf of all other similarly situated individuals, hereby moves for entry of an Order for the
5 following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Sara Franco as Class Representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing the Shimoda Law Corp. as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the Joint Stipulation Regarding Class Action and PAGA Settlement
12 and Release, which is incorporated herein by reference;
- 13 5. Preliminarily approving the appointment of Simpluris, Inc. as the Claims Administrator;
- 14 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
15 the total amount of \$15,000, 75% of which will be paid to the Labor and Workforce
16 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 17 7. Approving as to form and content the Notice of Settlement, Request for Exclusion Form, and
18 Objection Form, which provide Class Members information regarding the settlement, their
19 ability to opt out of, or object to, the class action settlement and which provides instruction
20 on how to dispute an individual's settlement allocation under the proposed settlement
21 agreement;
- 22 8. Approving the proposed procedures to notify the Class Members and determining that the
23 proposed notification procedures and process complies with Class Members' due process
24 rights and directing the Notice of Settlement, Request for Exclusion Form, and Objection
25 Form to be sent by first class mail to Class Members;
- 26 9. Directing the Defendants to report employment information, including social security
27 numbers, to the Claims Administrator to administer the settlement proceeds;
- 28

1 10. Scheduling a fairness hearing on the question of whether the proposed settlement should be
2 finally approved as fair, reasonable, and adequate;

3 11. Preliminarily approving the proposed *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
4 Center for Workers Rights, and the proposed plan of disbursement of any residue from
5 settlement checks that were not cashed by the check cashing deadline;

6 12. Preliminarily and conditionally approving and adopting the Proposed Order and its
7 implementation schedule, which is filed herewith and incorporated by reference.

8 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
9 2699(l), and California Rule of Court 3.769 and 3.764, on the grounds that the proposed class action and
10 Private Attorneys General Act settlement is fair, reasonable, and adequate as to all class members and
11 should be approved by the Court. This motion will be based on the notice of motion, memorandum of
12 points and authorities, the declaration of Justin P. Rodriguez, the declaration of Sara Franco, the
13 declaration of Heather Tiffée, the declaration of Daniela Urban, the declaration Eric Springer, the
14 declaration of Yesenia Gallegos, exhibits, the record and files of this case, and any further oral or
15 documentary evidence introduced at the hearing of this motion.

16 **The Court will make a tentative ruling on the merits of this matter by 3:00 p.m. on the court day**
17 **prior to the hearing. Tentative rulings will be available on the Internet or by calling 1-760-904-**
18 **5722. To view go to: <http://www.riverside.courts.ca.gov> and click on the tentative ruling link. The**
19 **tentative ruling shall become the ruling of the Court unless, by 4:30 p.m. on the court day before**
20 **the scheduled hearing, a party gives notice of intent to appear to all parties and the court. The**
21 **notice of intent to appear must be given either in person or by telephone. Where notice of intent to**
22 **appear has been properly given, or upon direction of the Court, oral argument will be permitted.**

23 Dated: October 1st, 2021

Shimoda Law Corp.

24 By: 

25 Galen T. Shimoda
26 Justin P. Rodriguez
27 Jessica L. Hart
28 Attorneys for Plaintiff

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Justin P. Rodriguez (Cal. State Bar No. 278275)
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11 SARA FRANCO, individually and on behalf
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INC., a California Corporation; RANCHO
16 HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on November 15, 2021, at 8:30 a.m., in Department 6
4 before the Honorable Sunshine Sykes, presiding. Named Plaintiff Sara Franco ("Plaintiff") filed this
5 putative class action on May 10, 2021. The operative Complaint alleges that Defendants Rancho
6 Family Medical Group, Inc., and Rancho Health MSO, Inc., ("Defendants") violated California law by
7 1) failing to pay overtime wages; 2) failing to pay minimum wages; 3) failing to provide legally
8 compliant meal periods or pay the appropriate meal period premiums in lieu thereof; 4) failing to
9 provide legally compliant rest periods or pay the appropriate rest period premiums in lieu thereof; 5)
10 failing to provide accurate, itemized wage statements; 6) failing to pay final wages owed in a timely
11 manner; 7) failing to pay reimbursement for all expenses incurred by employees; 8) failing to pay
12 premium wages at the correct regular rate of pay for overtime, paid sick leave, and meal and rest
13 period premiums (*i.e.* including within the regular rate of pay calculation shift differentials, pay
14 stipends, and bonuses); and 9) engaging in unfair competition based on these alleged violations.
15 Plaintiff has also alleged Defendants are liable for a civil penalties under the Private Attorneys General
16 Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs as part of this
17 Action. Defendants denied all of Plaintiff's claims and denied that this case was appropriate for class
18 treatment. No class has been certified.

19 The parties have agreed to settle the class and PAGA claims. Defendants will provide
20 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
21 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
22 Release ("Agreement"). Any capitalized terms herein shall have the same meaning as set forth in the
23 Agreement. The Court, having received and considered Plaintiff's Motion for Preliminary Approval of
24 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
25 of Settlement, Request for Exclusion Form, Objection Form, and other evidence, HEREBY ORDERS
26 AND MAKES DETERMINATIONS AS FOLLOWS:

1 **1. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
2 **CLASS REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

3 The Court finds that certification of the following class for settlement purposes only is
4 appropriate under the California Code of Civil Procedure and related case law:

5 All non-exempt employees who have or continue to work for Defendants
6 from May 10, 2017, to November 7, 2021 (“Class Members”).

7 The Court recognizes that the foregoing definition is for Class Member identification purposes
8 only and is not intended to capture the claims at issue or limit or alter the released claims under the
9 Agreement. The Court finds that Class Members meet the ascertainability and numerosity requirements
10 since the Parties can identify with a matter of certainty, based on payroll records, individuals who fall
11 within the definition and the number of Class Members would make joinder impractical. The
12 commonality and predominance requirements are met for settlement purposes since there are questions
13 of law and fact common to Class Members. The common questions of law or fact in this case all stem
14 from Plaintiff's contentions that Defendants caused the violations outlined above by 1) failing to
15 correctly incorporate the value of the non-discretionary remuneration, such as, but not limited to, shift
16 differentials, pay stipends, and bonuses into Class Member's and Aggrieved Employees' regular rate of
17 pay when calculating overtime, double time, meal and rest period premiums, or sick pay; 2) failing to
18 provide meal and rest periods in compliance with California law due to understaffing and workflow
19 issues, or pay premiums in lieu thereof; 3) failing to pay employees for all hours worked due their
20 failure to pay for time employees spent waiting to clock into work; 4) failing to pay reimbursements for
21 business-related cell phone use; and 5) failing to accurately itemize the hours and wages earned on
22 paystubs issued to Class Members and Aggrieved Employees. The PAGA, waiting time penalty, wage
23 statement violation, and unfair competition claims also derive from these violations. Additionally,
24 Class Members seek the same remedies under state law. The typicality requirement for settlement
25 purposes is also satisfied since the claims of the Class Representative are based on the same facts and
26 legal theories as those applicable to the Class Members.

27 The Court also finds that preliminarily and conditionally certifying the settlement class is
28 required to avoid each Class Member from litigating similar claims individually. This settlement will

1 achieve economies of scale for Class Members with relatively small individual claims and conserve the
2 resources of the judicial system.

3 The Court finds that Plaintiff Sara Franco and Plaintiff's counsel, Galen T. Shimoda,
4 Justin P. Rodriguez, and Jessica L. Hart of the Shimoda Law Corp., to be adequate representatives of the
5 settlement class. The Court appoints them as Class Representative and Class Counsel, respectively.

6 **2. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

7 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
8 A. The Court finds on a preliminary basis that the Agreement falls within the range of reasonableness of
9 a settlement, which could ultimately be given final approval by this Court. The Court also
10 acknowledges that Class Members may object to the settlement at a fairness hearing approved by this
11 Court or opt-out of being bound by the preliminarily approved Agreement as set forth in Section 3,
12 below.

13 Because the Court finds that the Agreement was agreed upon only after an extensive
14 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
15 preliminarily approves the Agreement and all terms therein as if stated here in full, including the
16 \$650,000 Gross Settlement Amount.

17 The Court also preliminarily approves of the Fifteen Thousand Dollars (\$15,000) PAGA
18 Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement
19 Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will
20 be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%)
21 will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court finds
22 that the Agreement provides a recovery that creates an effective substantial deterrent to any potential
23 future non-compliance, furthering the purpose of the Labor Code and LWDA. Furthermore, a
24 substantial reduction of any available PAGA civil penalties awarded at trial would likely take place
25 given that the claims are entirely derivative of Plaintiff's class claims and a full award of civil penalties
26 in addition to recovery on the non-PAGA claims may be deemed unjust, arbitrary and oppressive, or
27 confiscatory.
28

1 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
2 checks issued to Qualified Claimants and/or Aggrieved Employees that are not cashed by the deadline to
3 do so shall be paid out 50/50 to Capital Pro Bono, Inc. and the Center for Workers Rights. No portion of
4 the Gross Settlement Amount will revert to Defendants for any reason.

5 The releases and waivers for Class Members who do not opt out of being bound by the
6 Agreement (*i.e.* Qualified Claimant's Released Claims) and Aggrieved Employees (*i.e.* Released PAGA
7 Claims) are also approved by the Court as set forth in the Agreement.

8 **3. APPOINTMENT OF CLAIMS ADMINISTRATOR, APPROVAL OF THE**
9 **DISTRIBUTION METHOD OF NOTICE TO THE CLASS, INCLUDING THE NOTICE**
10 **OF SETTLEMENT, REQUEST FOR EXCLUSION FORM, AND OBJECTION FORM**

11 The Court approves the appointment of Simpluris, Inc. to act as the Claims Administrator in this
12 case, who shall be responsible for noticing Class Members and Aggrieved Employees and carrying out
13 the duties as set forth in the Agreement. The Court finds that the proposed Notice of Settlement,
14 attached hereto as Exhibit A, fairly and adequately advises Class Members of the terms of the
15 Agreement, the rights being waived, their right to opt out, the ability to dispute the number of
16 workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to
17 participate in the settlement, how to file documentation in opposition to the proposed settlement, and
18 when to appear at the fairness hearing to be conducted on the date set forth below. The Notice of
19 Settlement shall be accompanied by the proposed Request for Exclusion Form, and proposed Objection
20 Form, attached hereto as Exhibit B and Exhibit C, respectively, that Class Members may use to opt out
21 of the Agreement or present their objections to the Agreement. Any Requests for Exclusion Forms or
22 Objection Forms shall be submitted to the Claims Administrator as set forth in the Agreement. The
23 Claims Administrator shall submit any timely Objection Forms to the Court by declaration filed
24 concurrently with Plaintiff's motion for final approval. The Claims Administrator shall be responsible
25 for serving any received Objection Forms on the Parties. To the extent that any Objection Forms are
26 received and the final approval hearing is continued for any reason, Class Counsel shall be responsible
27 for notifying the objecting Class Member about the continuance and the new date and time of the
28 hearing.

1 The Court further finds that the Notice of Settlement, Request for Exclusion Form, Objection
2 Form, and proposed distribution of such notice documents by first class mail to each identified Class
3 Member at his or her most recent address based on a National Change of Address database search from
4 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
5 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
6 requirements, including those of due process as it is the best means practicable for providing actual
7 notice of this case and the Agreement.

8 The Court also finds that because there is a strong interest in providing Class Members the
9 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to
10 privacy rights, the sharing of employment information, including social security numbers, is not a
11 serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide first and last
12 name, last known mailing address, social security number, hire and termination dates, total number of
13 workweeks during which the Class Member performed any actual work to the Claims Administrator
14 only, and not to Plaintiff or Class Counsel, in order to process this settlement as contemplated within the
15 Agreement and approved by this Order. The Claims Administrator shall only use this information for
16 settlement purposes identified herein, and this information shall be kept confidential, not be shared with
17 any third-party, and used only to administer the settlement.

18 **4. IMPLEMENTATION SCHEDULE**

19 Accordingly, with good cause shown, the Court hereby approves and orders that the following
20 implementation schedule be adhered to:

21 22 23	Last day for Defendants to provide Claims Administrator with Class Member information	Within 14 calendar days after the Preliminary Approval Date
24 25 26	Last day for Claims Administrator to complete NCOA search, update Class Member mailing information, and mail Notice of Settlement, Request for Exclusion Form, and Objection Form	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants

1 2 3 4	Last day for Class Members to Request for Exclusion Form, Objection Form, submit disputes, and submit data requests	45 calendar days after mailing of Notice of Settlement, Request for Exclusion Form, and Objection Form or within 10 days after Notice of Settlement, Request for Exclusion Form, and Objection Form is re-mailed, whichever is later
5 6 7	Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics and Objection Forms received	Within 21 calendar days after end of the Notice Period
8 9 10 11	Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 calendar days after the Final Approval Date
12 13 14	Last day for Defendants to fund settlement	Within 21 calendar days after the Final Approval Date
15 16 17 18	Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	With 28 calendar days after the Effective Date
19 20 21	Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
22 23 24	Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
25 26	Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

1 **FINAL APPROVAL AND HEARING**

2 The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date
3 of March 31, 2022, at 8:30 a.m. in Department 6 or _____, at _____ a.m./p.m.,
4 in Department 6 with briefs and supporting documentation to be submitted according to the California
5 Code of Civil Procedure, in this Department. Class Counsel shall also file a motion for attorneys' fees
6 and costs, a Class Representative Enhancement Payment, and Claims Administrator Costs concurrently
7 with this motion that shall be heard on the same day and time as the motion for final approval. To the
8 extent that the Court awards less than the amount allocated under the Agreement for attorneys' fees and
9 costs, Class Representative Enhancement, and Claims Administrator Costs, the portion of the requested
10 amounts not awarded shall be added to the Net Settlement Amount to be distributed to Qualified
11 Claimants on a pro rata basis as set forth in the Agreement.

12 If for any reason the Court does not grant final approval of the Agreement, all evidence and
13 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
14 parties to the litigation, including all challenges to class certification for any purpose other than
15 approving a settlement class. The Parties will revert to their respective positions as if no Agreement had
16 been reached at all.

17 **IT IS SO ORDERED.**

18
19 Date: _____

By: _____
Hon. Sunshine Sykes

Exhibit A

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP, INC., a
California Corporation; RANCHO HEALTH MSO, INC., a
Delaware Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

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

ATTENTION: All non-exempt employees who have or continue to work for Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s from May 10, 2017, to [REDACTED] ("Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

TO THE EXTENT YOU MAY HAVE ENTERED INTO A PRIOR SETTLEMENT AGREEMENT WITH DEFENDANTS BETWEEN APRIL 2021 TO JULY 2021, YOU MAY STILL PARTICIPATE IN THIS SETTLEMENT NOTWITHSTANDING THAT AGREEMENT.

Pursuant to an order, entered on [REDACTED], by the Riverside County Superior Court ("Court") granting preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement" or "Settlement Agreement"), you are receiving this Notice of Settlement. The Settlement is concerning pending class action and Private Attorneys General Act litigation in the Superior Court of California for the County of Riverside, Case No. CVRI2102264 ("Action"), which is more fully described below.

You are receiving this Notice of Settlement because Defendants Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s ("Defendants") records indicate you worked for Defendants as a non-exempt employee at some time between May 10, 2017 and [Preliminary Approval Date or November 7, 2021, whichever is earlier] ("Class Period"), and are therefore what is called a Class Member and are entitled to payment from the Settlement. Defendants' records indicate that you worked [REDACTED] workweeks during this time, which means your share of the Settlement proceeds is estimated to be [REDACTED]. Your actual share of the Settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this Notice.

The terms of the Agreement and a description of the Action are identified in this Notice of Settlement. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 10, 2021, Plaintiff Sara Franco ("Plaintiff" or "Class Representative"), a former employee of Defendants, filed a wage and hour class action Complaint against Defendants in the California Superior Court for the County of Riverside on behalf of herself and similarly situated employees. Plaintiff sought to represent all non-exempt employees who have or continue to work for Defendants ("Class Members") from May 10, 2017, to [REDACTED].

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself and Class Members. Plaintiff alleged that Defendants violated California law by 1) violating Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages); 2) violating Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages); 3) violating Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); 4) violating Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); 5) violating Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements); 6) violating

Labor Code §§ 201-203, 256 (Failure to Pay Final Wages); 7) violating Labor Code § 2802 (Failure to Pay Reimbursements for Expenses); 8) violating Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order); 9) violating Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and 10) violations of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave); and 11) engaging in unfair competition (Business & Professions Code § 17200, *et seq.*). Plaintiff also claimed Defendants were liable for civil penalties under the Private Attorneys General Act (“PAGA”) based on the alleged violations of the California Labor Code. Defendants have denied and continue to deny all Plaintiff’s allegations.

Attorneys for the Parties have thoroughly investigated the allegations and exchanged extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon all known facts and circumstances, including the risks and uncertainties of continued litigation, the Parties reached an agreement resolving all claims. The terms of the Settlement are outlined in this Notice. The Settlement allows the Parties to avoid the risks associated with a lengthy litigation. Defendants entered into the Settlement to fully, finally, and forever resolve this Action and to avoid the burden and expense associated with ongoing litigation. However, Defendants have denied, and continue to deny, all allegations and claims.

The Parties have entered into the Agreement, which has been preliminarily approved by the Court. The Court has determined that there is sufficient evidence to suggest the proposed Settlement might be fair, adequate, and reasonable. However, any final determination of those issues will be made at a final approval hearing, which will take place as indicated in Section V below. The Agreement applies to any and all Class Members who worked during the Class Period. “Class Member” does not include persons who submit valid Request for Exclusion (as explained below). **This Notice of Settlement is to advise you of how you can either participate, comment on, or exclude yourself from the Settlement.**

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants will pay a total sum of Six-Hundred and Fifty Dollars (\$650,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount which equals \$216,666.67, attorneys’ costs not to exceed \$15,000, Claims Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$7,500, and \$15,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$15,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendants in California from April 29, 2020 up to _____.

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this Notice of Settlement. During the Action, Defendants paid individual settlements to an estimated 116 Class Members who agreed to sign a release in exchange for consideration based on the number of workweeks in which they worked during the Class Period. Any payment due to one of these individuals based on the allocation formula for the Net Settlement Amount set forth herein will be offset by the amount previously paid as part of an individual settlement to that individual (“Defendants’ Offset”). The Claim Amount shown on the first page of this Notice of Settlement accounts for any offset applicable to your Claim Amount as a result of any prior settlement payments you may have received. The actual amount you will receive under the Settlement may be more or less than the amount stated on the first page of this Notice of Settlement depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA Payment.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not submit a Request for Exclusion Form and to all Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to

Aggrieved Employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will issue.

Class Members and Aggrieved Employees do not need to take any action to participate in the settlement. Payments will be automatically made to Class Members and Aggrieved Employees. Each Class Member's share ("Claim Amount") will be determined by dividing their total weeks worked within California ("Qualifying Workweeks") during the Class Period by the total Qualifying Workweeks by all Class Members within the Class Period. That number will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their Qualifying Workweeks worked within the PAGA Claim Period by the total Qualifying Workweeks for all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. To the extent the calculation of the Claim Amount (including the Defendants' Offset) results in an amount less than the equivalent of one Qualifying Workweek, that Class Member shall receive an allocation of one Qualifying Workweek.

Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member and Aggrieved Employee, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or Aggrieved Employee. If a Class Member or Aggrieved Employee disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or Aggrieved Employee. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not submit a Request for Exclusion Form ("Qualified Claimants") and all Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not timely submit a Request for Exclusion Form will be deemed to have released any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, damages, and/or causes of action (whether contingent or accrued) that are asserted in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period, including, without limitation claims for (1) failure to pay overtime, (2) failure to pay minimum wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unreimbursed business expenses, (8) failure to pay regular rate of pay for overtime, paid sick leave, and meal premiums (including the calculation of shift differentials, pay stipends, and bonuses into the regular rate of pay), (9) unfair competition based thereon, and (10) a claim for civil penalties under the PAGA based thereon Period ("Qualified Claimants Released Claims"). This release excludes the release of claims not permitted by law. The Qualified Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do timely submit a Request for Exclusion Form.

Aggrieved Employees will be deemed to have released all claims that were brought under the Private Attorneys General Act, Labor Code § 2698, *et seq.*, based on the facts or claims alleged in the Action during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs as approved by the Court, up to a maximum of one-third of the Gross Settlement Amount which equals \$216,666.67, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the Settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order, if the Settlement receives final approval. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may submit a Request for Exclusion Form provided to you with this Notice of Settlement. The Request for Exclusion Form must be signed and mailed back to the Claims Administrator no later than _____. The Claims Administrator's mailing address for the Request for Exclusion Form is as follows:

[admin info]

If you submit a Request for Exclusion Form which is not postmarked by _____, your Request for Exclusion will be rejected, and you will be bound by the release and all other terms of the Agreement. If the Exclusion Form is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion Form. Any Class Member who submits a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a Class Member and will not receive any related portion of the Net Settlement Amount. However, even if a Class Member opts out of the Settlement, he or she will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement by submitting the enclosed Objection Form to the Claims Administrator at the address identified above. Any timely submitted Objection Forms will be presented to the Court for Consideration. However, if the Court rejects your stated objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny final approval of the Settlement by submitting the Objection Form. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies final approval, no settlement payments will be issued and the lawsuit will continue. The Objection Form must be completely filled out, be signed, and be post-marked no later than _____ for consideration by the Court.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After the Court grants final approval of the Settlement, each and every Class Member who did not submit a timely and complete Request for Exclusion Form and each and every Aggrieved Employee will release Defendants and the Released Parties from the Qualified Claimants' Released Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from suing Defendants and the Released Parties

with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 6 of the Riverside County Superior Court, Historic Court House, 4050 Main Street, Riverside, CA 92501 on _____ at _____ to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, an Enhancement Payment to the Class Representative, and Claims Administrator Costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Claims Administrator's website: [admin web address]. You may also view the case file online at the Court's website (public-access.riverside.courts.ca.gov/public-portal) by clicking "Case Number Search" and entering CVRI2102264. The full text of the Agreement can be found at Exhibit A to the document entitled "Exhibit List and Exhibits In Support of Plaintiff's Motion for Preliminary Approval Of Class Action and PAGA Settlement," filed on [date]. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Yesenia Gallegos
Marjorie Soto
McDermott Will & Emery LLP
2049 Century Park E, Ste 3200
Los Angeles, CA
90067-3206
Phone: 310-788-4199
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit B

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

REQUEST FOR EXCLUSION FROM SETTLEMENT

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE THIS FORM AND RETURN IT TO THE CLAIMS ADMINISTRATOR AS OUTLINED IN THE NOTICE OF SETTLEMENT BY _____

By signing and returning this form, I confirm that I have read the Notice of Settlement and that I want to opt out of, and be excluded from, the class action settlement in the case of *Franco v. Rancho Family Medical Center, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. I understand that by opting out of the Settlement I will not receive any payment which I might otherwise be entitled to as a Class Member, and will not receive any related portion of the Net Settlement Amount or be bound by the terms effecting Class Members. I further understand that even if I opt out of participating in the Settlement as a Class Member, I will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

Signature

Date

First Name, Middle Initial, Last Name

Exhibit C

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

OBJECTION FORM

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

INSTRUCTIONS

Please review the Notice of Settlement for information about the class action settlement in the case of *Franco v. Rancho Family Medical Group, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. If you wish to object to the class action settlement, you must complete and return this form to the Claims Administrator by [REDACTED]. Please provide the following information to support your objection:

- 1) Name: _____
- 2) Dates of Employment: _____
- 3) Describe the nature and basis for your objection to the settlement. Please provide any documents and/or legal authority you feel may support your objection for consideration. You may continue on the back of this document or attach additional pages if necessary:

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

(Date)

(Signature)

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff SARA FRANCO
6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

15 RANCHO FAMILY MEDICAL GROUP,
16 INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF DANIELA URBAN ON
BEHALF OF THE CENTER FOR WORKERS
RIGHTS (PROPOSED CY PRES
BENEFICIARY) REGARDING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 I, Daniela Urban, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, and as the Executive Director of the
4 Center for Workers' Rights ("CWR"), a potential *cy pres* beneficiary in the above-entitled case.

5 2. CWR is a qualified *cy pres* designee in class actions, under Section 384, as it is a
6 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to
7 the indigent.

8 3. Since its inception in 2014 and in partnership with Legal Aid at Work, the CWR offers
9 one-on-one legal consultations for low-wage workers. The CWR discusses employment issues with
10 workers and advises them as to the available legal remedies. In addition to individual counseling on
11 employment issues, the CWR educates workers, unions, and community members about workplace
12 laws and remedies through "Know-Your-Rights" trainings conducted by the CWR staff and volunteers.
13 The CWR also provides limited representation for low-wage workers in wage claims before the
14 California Labor Commissioner. The CWR has provided services to low-wage workers in a variety of
15 industries across the entire state of California.

16 4. CWR primarily focuses on the enforcement of basic workplace protections, including
17 claims for unpaid wages, minimum wage violations, failure to pay overtime, failure to pay
18 reimbursement, waiting time penalties, and meal and rest period violations. The CWR helps workers
19 navigate the wage claim process before the California Labor Commissioner through advice given at our
20 legal consultation clinics and/or, in some cases, through representing workers in these claims.

21 5. I believe the CWR is a particularly appropriate *cy pres* designee in wage and hour class
22 actions because the services CWR offers, and its mission, promotes the enforcement of wage and hour
23 laws which are the focus of wage and hour class actions.

24 6. If the CWR is approved as a *cy pres* beneficiary, any funds received will be exclusively
25 dedicated towards assisting low-wage workers with wage claims and enforcing the California Labor
26 Code with respect to those wage claims.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 13 of October 2021 in Sacramento, California.
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6 Daniela Urban
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Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff SARA FRANCO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF ERIC SPRINGER ON
BEHALF OF SIMPLURIS, INC. (PROPOSED
CLAIMS ADMINISTRATOR) REGARDING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 I, Eric Springer, declare as follows:

2 1. I am the Director of Project Management for Simpluris Inc., (“Simpluris”). I am over 18 years of
3 age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based
4 upon my own personal knowledge.

5 2. Simpluris has extensive experience in class action matters, having provided services in class
6 action settlements involving antitrust, securities fraud, property damage, employment discrimination, employment
7 wage and hour, product liability, insurance and consumer issues. Simpluris specializes in pre-settlement
8 consultation, data management, legal notification, call center support, claims processing and tax reporting.

9 3. We have provided notification and/or claims administration services in more than 5,000 cases.
10 Of these, more than 3,000 were Labor & Employment cases. Over the past 10 years, Simpluris has handled
11 approximately \$600 million in settlements. A true and correct copy of Simpluris’ company resume (“Simpluris
12 Resume”) is attached as Exhibit A.

13 4. Simpluris is committed to the security of not only our data and information but the Parties’ data
14 and information as well. We have not experienced any security breaches in our company history. A true and
15 correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as Exhibit B.
16 Additionally, Simpluris maintains insurance coverage in the amount of \$3,000,000 for Errors and Omissions.

17 5. Simpluris does not have any affiliation with any counsel or any parties for this matter.

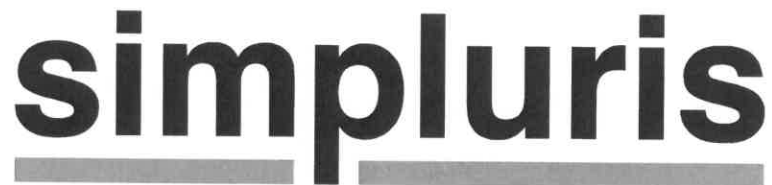
18 6. Simpluris has been selected by counsel to serve as the class action Settlement Administrator for
19 this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) mailing the Notice of
20 Settlement, Request for Exclusion Form, and Objection Form to the Class Members; (b) receiving and processing
21 undeliverable mailings and forwarding them to any updated addresses, if available; (c) receiving and validating
22 responses from Class Members; (d) establishing a fund for Qualified Claimants; (e) calculating individual
23 settlement payments, distributing funds, and tax-reporting following final approval; (f) mailing settlement checks;
24 (g) answering questions from Class Members. Simpluris has agreed to administer the case for a fixed fee of
25 \$8,500. If the scope of work increases or decreases significantly, Simpluris will inform the parties and request
26 approval of an adjustment, whether increased or decreased respectively, to the capped costs. Attached hereto as
27 Exhibit C is a copy of Simpluris’ bid for administering this matter.

1 I declare under penalty of perjury under the laws of the State of California that the above is true and
2 correct and that this Declaration was executed this 14th day of October, 2021, in Melbourne, Florida.
3

4 *Eric Springer*

5 _____
6 Eric Springer
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Exhibit A



Class Action Settlement Administration

ABOUT SIMPLURIS

Simpluris, Inc. opened its doors in January 2007 as a class action settlement administration firm. A small collection of professionals proficient in class action settlement administration, marketing, direct mail development, and database design, with Troy Hoffman at its helm, began building the client-centric company with less than 10 clients. Over the course of 10 years, Simpluris has grown to 55+ employees, offices in 3 states, 5000+ clients. The success has derived from the construction of a cohesive team built with enthusiasm and vision. Simpluris is continually advancing its services including notification campaigns, case administration, data management, funds distribution and tax reporting persistently seeking modern techniques that offer efficiency and cost effective solutions to our clients. Simpluris will launch LiveCase™ (client centric software) shortly, which will take class action settlement administration to a whole new level.

Inc Magazine recently ranked Simpluris #171 on its 30th annual Inc. 500 an exclusive ranking of the nation's fastest growing private companies.

Founder, Troy Hoffman, has been a guest lecturer and panel member in the industry on class action related topics, including online claims filing, class notice campaigns, and other relevant issues within class action administration. He has spoken at many seminars including:

- California 17200 Conference
- Class Action & UCL Conference
- Nixon Peabody Luncheon
- Class Action Litigation Summit
- Bridgeport symposium's, Regular Panel Member
- CASD-Panel Member

Our approach is to provide a high level of customer service to all our clients and to use automation to the fullest to provide economical as well as accurate results and work product.

Clients receive support from our experts, who include attorneys, accountants, IT experts and communications professionals with a deep understanding of the unique demands of complex administration for class action, mass tort, and international collective redress.

Every case is assigned a dedicated team of professionals that oversees and coordinates all aspects of the engagement. Our integrated approach assures the highest levels of quality, accuracy and timeliness to meet clients' deadlines.

Simpluris has successfully administered cases in a complete scope of different practice areas. Our proven procedures and best practices provide successful outcomes from start to finish. Our IT professionals work full time to upgrade our case management technology to advance our commitment to our clients. Our far-reaching experience has helped us effectively administer cases in Wage and Hour, retail, commercial, Consumer, liability, and Consumer Fraud.

AREAS OF PRACTICE

Antitrust	Employment/ADA	Personal Injury
Banking	Environmental	Product Liability
Civil Rights	Finance	Securities
Consumer/Product	Healthcare	Specialty Areas
Coupon	Insurance	Trade
Discrimination	Mass Tort	Wage and Hour

SERVICES AND SOLUTIONS

Call Center	Consulting	Notice of Class Certification
Case Administration	Data Management	Pre-Certification
Case Notification	Discovery Campaigns	Settlement Mailings
Case Websites	Fund Distribution and Tax	Statistical Analysis
Claims Processing	Reporting	Statistics Gathering
Class Member Tracking	Mailing Campaigns	

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

Simpluris

Class Action Settlement Administration

current CASE LIST

Acheson v Giorgio Armani

Case Number: 107 CV 099461

PLAINTIFF - Initiative Legal Group LLP

Mónica Balderrama, Esq., Shawn Westrick, Esq.

DEFENSE - Jackson Lewis LLP

Punam Sarad, JoAnna Brooks

Alberto v GMRI, Olive Garden

Case No: 2:07-CV-01895-WBS-DAD

PLAINTIFF - Westrup Klick

Phillip R. Poliner

DEFENSE - Paul, Hastings, Janofsky & Walker LLP

Jan E. Eakins

Alvarez v Malibu Restaurant

Case No: BC 376311

PLAINTIFF - Hamner Law Offices PC

Christopher J. Hamner

DEFENSE - Landegger Baron Lavanant

Brian E. Ewing

Anderson v DriveTime

Case No: BC398475

PLAINTIFF - Initiative Legal Group

Mark Yablonovich, Marc Primo

DEFENSE - Paul Hastings Janofsky & Walker

Elena Baca, Ryan Derry

Arias v Praxair Distribution

Case No: CGC 08-474506

PLAINTIFF - Keller Grover LLP

Eric A. Grover, Esq., Jade Butman, Esq.

DEFENSE - Littler Mendelson, P.C.

Marlene S. Muraco, Esq.

Arnall v North American Merchandising Service, Inc.

Case No: 06AS01439

PLAINTIFF - Shimoda Law Corp.

Galen T. Shimoda

DEFENSE - Jackson Lewis LLP

Dale R. Kuykendall, Nathan W. Austin

Dillingham & Murphy, LLP

William Gaus

Balint v Chico's Fas, Inc.

Case No: BX369191

PLAINTIFF - Jennifer Kramer Legal

Judith Wiederhorn, Jennifer Kramer

DEFENSE - Jackson Lewis LLP

David S. Bradshaw

Blackner v Ameripark

Case No: BC363075

PLAINTIFF - Initiative Legal Group

Mark Yablonovich

DEFENSE - Littler Mendelson

Tony Ray Skogen

Bodiford v GMRI, Red Lobster

Case No: HG 08407051

PLAINTIFF - Westrup Klick, LLP

Phillip Poliner, Esq.

DEFENSE - Paul, Hastings, Janofsky &

Walker LLP

Jan E. Eakins, Esq.

Booker v Tanintco

Case No: BC 349267

PLAINTIFF - Law Offices of Jared E. Peterson

Jared E. Peterson, Esq.

Aiman-Smith & Marcy

Reed W.L. Marcy, Esq.

DEFENSE - Sedgwick, Detert, Moran & Arnold LLP

Leonora M. Schloss, Esq., Aaron N. Colby, Esq.

Boyce v Michael Kors

Case Number: 37-2008-00093848-CU-BT-CTL

PLAINTIFF - Fineman & Associates

Neil B. Fineman

DEFENSE - Proskauer Rose LLP

Lary Alan Rappaport

Boydston v ExxonOil

Case Number: 1267419

PLAINTIFF - Gilbert & Sackman, A Law Corporation

Robert A. Cantore, Adrian Barnes

DEFENSE - Sheppard, Mullin, Richter & Hampton, LLP

Jeffrey A. Dinkin, Aaron W. Heisler

Brentwood Travel Services v DCT

Case No: 03CC-002857

PLAINTIFF - Korein Tillery LLC

Christopher A. Hoffman, Steven Katz, Douglas R. Sprong

DEFENSE - not disclosed

Brior v AE Retail West, LLC

Case No: CGC 06-455422

PLAINTIFF - Keller Grover, LLP

Eric Grover, Jade Butman

DEFENSE - Rutan & Tucker, LLP

Brian C. Sinclair

Broome v Google

Case No: 108CV112386

PLAINTIFF – *Rukin, Hyland, Doria & Tindall LLP*
Peter Rukin

DEFENSE – *Paul, Hastings, Janofsky & Walker LLP*
Thomas E. Geidt

Butcher v Westport Insurance Corp.

Case No: BC 335874

PLAINTIFF - *Kroll Law Corporation*
Gerald Kroll

DEFENSE - *Harrington, Fox, Dubrow & Canter*
Mark Flory, James Lo

Cabrera v HVACExchange

Case No: 37-2008-00084851-CU-OE-CTL

PLAINTIFF - *Cadena Churchill LLP*
Raul Cadena

DEFENSE - *Law Offices of Roy R. Withers, Esq.*
Roy Withers

Camacho v Herbalife

Case No: BC376236

PLAINTIFF - *Diversity Law Group, A.P.C.*
Larry Lee

DEFENSE - *Sheppard Mullin Richter & Hampton, LLP*
Richard J. Simmons, Jason W. Kearnaghan

Campos v HWBCarwash

Case No: BC378990

PLAINTIFF – *Lavi & Ebrahimiian, LLP*
N. Nick Ebrahimiian, Joseph Lavi, Jordan D. Bello
DEFENSE - *Jackson Lewis LLP*
Mia Farber, Chad Bernard

Caponera v Knox & Associates

Case No: 06AS03693

PLAINTIFF – *Wynne Law Firm*
Edward J. Wynne
DEFENSE – *Jackson Lewis LLP*
Cary G. Palmer

Casanova v Gregg Industries, Inc

Case No: BC 337037

PLAINTIFF - *Appleton, Blady & Magnanimo*
Benjamin Blady
DEFENSE - *Berry & Perkins*
Kevin Lussier

Cash v McCormick

Case No: BC 374352

PLAINTIFF – *Kingsley & Kingsley*
George Kingsley, Eric Kingsley, Gregory Givens
DEFENSE – *Atkinson, Andelson, Loya, Ruud & Romo*
Ann K. Smith

Castro v White Cap

Case Number: CGC 05-446144

PLAINTIFF - *Vinick Law Firm*
Sharon Vinick
Kletter & Peretz
Yosef Peretz

DEFENSE - *Orrick, Herrington & Sutcliffe LLP*
Joseph C Liburt, Amira Day

Cavanaugh v SCPMG

Case No: BC 354246

PLAINTIFF - *Appleton, Blady & Magnanimo, LLP*
I. Benjamin Blady
DEFENSE - *Seyfarth Shaw*
Thomas R. Kaufman

Centurioni v City and County of San Francisco

Case No: C0701016JSW

PLAINTIFF - *Vinick Law Offices*
Sharon Vinick
Shea Law Offices
Mary J. Shea
Boxer & Gerson LLP
Leslie F. Levy and Darci Burrell
DEFENSE – *City Attorney's Office*
*Dennis J. Herrera, Elizabeth Salveson, Jonathan Rolnick, Rose-
Ellen H. Fairgrieve*

Chandler v Mi Piacé

Case No: BC 337780

PLAINTIFF - *Hawkins & Sofonio*
Greg Mauro
DEFENSE - *Sheppard, Mullin, Richter & Hampton*
Daniel J. McQueen

Chavez v CEC Entertainment, Inc

Case Number: BEC380996

PLAINTIFF - *Lavi & Ebrahimiian*
Joseph Lavi
DEFENSE - *Bander Law Firm*
Cathe Caraway-Howard

Chiaromonte v Pitney Bowes

Case No: 06CV1507RNL5

PLAINTIFF - *Cohelan & Khoury*
Michael Singer, Diana Khoury
DEFENSE - *Seyfarth Shaw*
Raymond Kepner, Tom Kaufman,
Ayesha Atttoh

Clark v Commerce West Insurance

Case No: RG06269869

PLAINTIFF – *Duckworth Peters Lebowitz, LLP*
Mark Peters
DEFENSE – *Sheppard Mullin Richter & Hampton*
Jennifer Redmond

Clymer v Candle Acquisition

Case No: BC328765

PLAINTIFF - *Initiative Legal Group, LLP*

Mark Yablonovich, Marc Primo, Payam Shahian

DEFENSE - *Carter Carter Fries & Grunschlag*

Dov M. Grunschlag

Colbert v American Home Craft Inc.

Case No: 05AS05012

PLAINTIFF - *Shimoda Law Group*

Galen T. Shimoda

DEFENSE - *Johanson Berenson LLP*

Douglas Rubel

Cook v TwentyNinthStreetCafe

Case Number: LASC BC384829

PLAINTIFF - *The Law Offices of Stephen Glick*

Stephen Glick; Anthony Jenkins

DEFENSE - *Musick, Peeler & Garrett, LLP*

Elaine M. Vukadinovich

Corado v Goodyear

Case No: RCV 095476

PLAINTIFF - *Spiro Moss Barness, LLP*

Justian Jusuf, Dennis Moss

Law Offices of Sahag Majarian II

Sahag Majarian II

DEFENSE - *Non-Disclosed*

Cota v Las Olas

Case No: 37-2007-00055931-CU-OE-NC

PLAINTIFF - *Hamner Law Offices*

Christopher Hamner, Kimberly Westmoreland

DEFENSE - *Seyfarth Shaw*

Kimberly M. Foster

Crosby v Chevy's, Inc.

Case No: 06AS02420

PLAINTIFF - *Law Offices of Michael Carver*

Michael Carver

DEFENSE - *Morgan, Lewis, Bockius*

Barbara Miller

Cuevas v Vasquez Company

Case No: RIC 497307

PLAINTIFF - *Gould & Associates*

Michael A. Gould

DEFENSE - *Hodel, Briggs, Winter LLP*

Glenn L. Briggs

D'Asero v Home Loan Center

Case No: SACV 08-0384 RSWL (JWJx)

PLAINTIFF - *Mower, Carreon, & Desai, LLP*

Jon R. Mower, James A. Burton

DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP*

Greg S. Labate, Matthew M. Sonne

Dao v 3M Company

Case No: CV-08-04554 VBF (AGRx)

PLAINTIFF - *James Hawkins*

Gregory Mauro

DEFENSE - *Shea Stokes Roberts & Wagner*

Maria Roberts

Davenport v Union Bank of CA

Case No: 2:07-CV-00001 FMC

PLAINTIFF - *Keller Grover*

Eric Grover

Thierman Law Firm

Mark R. Thierman

DEFENSE - *Morgan, Lewis, & Bockius*

Rebecca Eisen, John Battenfeld

Davilla v Beckman Coulter

Case Number: 07CC01347

PLAINTIFF - *James Hawkins*

Greg Mauro

DEFENSE - *Sheppard Mullin*

Greg Labate

Davis v Kohls Department Stores, Inc

Case No: BC327426/BC341954

PLAINTIFF - *Righetti Law Firm, PC*

John Glugoski, Matt Righetti

Scott Cole & Associates

Kevin R. Allen, Scott Edward Cole

DEFENSE - *Jackson Lewis, LLP*

Scott Lacunza, Frank Liberatore

Dibel v Jenny Craig

Case No: 06cv2533

PLAINTIFF - *Class Action Litigation Group*

Rene Barge, Katie Odenbreit

DEFENSE - *Jackson DeMarco Tidus Petersen & Peckenpaugh*

Paul Van Hoomissen, Gregory G. Petersen, Joshua Rittenberg

DLSE v CAM Commerce Solutions

Case No: N/A

PLAINTIFF - *DLSE*

David Gurley

DEFENSE - *Proskauer Rose LLP*

Art Silbergeld

DLSE v SierraCascade

Case No: 35-65292/225

PLAINTIFF - *DLSE*

Deborah Graves

DEFENSE - *DLA Piper US LLP*

Amy Beckstead

Ellerd v County Of LA

Case No: CV 05-122/cv 05-4200

PLAINTIFF - *Megan Richmond*

DEFENSE - *Sheppard, Mullin, Richter, & Hampton, LLP*
Geoffrey D. Deboskey

Eng v PQBeverlyHills

Case No: BC391451

PLAINTIFF - *Nunes Law Group*

Glenn Nunes

Hamner Law Offices

Chris Hamner, Kimberly Westmoreland, Marie Bolanos

DEFENSE - *Snell & Wilmer*

Christy Joseph, Tiffanny Brosnan

Faris v Bal Seal

Case Number: 30-2008-00180022

PLAINTIFF - *Spiro, Moss, Barness, LLP*

Dennis Moss

The Law Office of Justian Jusuf

Justian Jusuf

DEFENSE - *Tredway, Lumsdaine & Doyle*

Shannon Marie Jenkins

Farrell v Hamlet Group, Inc.

Case No: BC 378411

PLAINTIFF - *Hamner Law Offices, LLC*

Christopher J. Hamner

DEFENSE - *Garrett & Tully, LLP*

Efren Compean

Flores v CVS

Case No: 2:07-cv-05326-FMC-Ex

PLAINTIFF - *Initiative Legal Group, LLP*

Monica Balderrama, Marc Primo, Linh Hua, Shawn Westrick,

Mark Yablanovich

DEFENSE - *Sheppard, Mullin, Richter & Hampton, LLP*

Jennifer Zargarof & Douglas R Hart

Franco v Ecology Autoparts, Inc

Case No: GIC840600

PLAINTIFF - *Law Offices of Paul D. Jackson*

Paul D. Jackson

Cadena Churchill, LLP

Raul Cadena

DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*

Paul F. Sorrentino

Frank v eCost

Case No: BC374820

PLAINTIFF - *Westrup Klick, LLP*

Philip Poliner

DEFENSE - *Jones Day*

Steven M. Zadravez

Frost v Freeway Insurance

Case No: GIC874251

PLAINTIFF - *Cohelan & Khoury*

Isam C. Khoury, Michael D. Singer, Diana M. Khoury, Alexander I. Dychter

DEFENSE - *Michelman & Robinson, LLP*

Sanford L. Michelman, Mona Z. Hanna, Todd H. Stitt

Fuller v Kelly Services

Case No: BC296800

PLAINTIFF - *Gould & Associates*

Aarin Zeif, Michael L. Gould

Law Offices of Daniel G. Emilio

Daniel G. Emilio

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Geoff D. DeBoskey

Galicia v Pfinish Koncepts, Inc

Case Number: BC375293

PLAINTIFF - *Kesluk & Silverstein*

Douglas N Silverstein

DEFENSE - *Carlton DiSante & Freudenberger*

Leigh A White & Dorothy A Black

Galtie v ARSNationalServices

Case No: 37-2007-00056871 CU OE NC

PLAINTIFF - *Initiative Legal Group*

Linh Hua, Scott Leviant, Payam Shanian, Marc Primo

DEFENSE - *Luce Forward Hamilton & Scripps*

Kathryn A. Bernert

Garcia v Kao

Case No: 05CC05679

PLAINTIFF - *Gibson Dunn & Crutcher*

Nicola Hanna, Kevin Roosevelt, Kelly Leggio, Lise Johnson

Public Law Center

Kenneth Babcock, Gary McGaha

DEFENSE - *Law Offices of David S. W. Fang*

David S. W. Fang

Law Offices of David Alan Cooper

David Alan Cooper

Law Offices of Stanley Friedman

Stanley Friedman

Howrey LLP

Russell B. Hill, Jesse D. Mulholland

Pasternak, Pasternak & Patton

David J. Pasternak

Theodora Oringher Miller & Richman

James Godes, Joseph Preis

Geerhart v California Insurance Guarantee Association

Case No: 357078BC

PLAINTIFF - *The Law Offices of Timothy B McCaffrey*

Timothy McCaffrey Jr.

DEFENSE - *Locke, Lord, Bissell & Liddell LLP*

Nina Huerta, Eduardo Martorell, Guerry Collins

Ginsberg v Pinecrest Schools**Case No: BC 316722**PLAINTIFF - *Daniels, Fine, Israel, Schonbuch & Lebovits**Scott Brooks, Paul Fine**Law Offices of Stephen Glick**Stephen Glick*DEFENSE - *Christensen, Glaser, Fink, Jacobs, Weil & Shapiro, LLP**Mark Lynch***Gonzalez v Home Loan Center****Case No: CV06-5007 RSWL (JWJx)**PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Joseph Cho, Shawn Westrick*DEFENSE - *Sheppard Mullin Richter & Hampton LLP**Greg S. Labate, Matthew M. Sonne***Granados v Dow Key****Case No: 56-2007-00304253-CU-OE-VTA**PLAINTIFF - *Gulledge Law Group**Linda J. Gulledge, Kelly Woody Gulledge*DEFENSE - *Nordman, Cormany, Hair & Compton LLP**Karen L. Gabler***Guerra v L'Occitane****Case No: BC373587**PLAINTIFF - *Initiative Legal**Mark Yablonovich, Marc Primo, Matthew Theriault, Dina Livits*DEFENSE - *Jackson Lewis LLP**David Bradshaw***Guerrero v Beacon Bay****Case No: 06CC00111**PLAINTIFF - *Law Offices of Jerry D. Underwood**Jerry D. Underwood Esq**Diefer Law Group, P.C.**Marcelo A. Dieguez, Esq*DEFENSE - *Carlton DiSante & Freudenberg LLP**Timothy M. Fruedenberger LLP***Hall v Best Buy****Case No: 265-2005-02271**PLAINTIFF - *EEOC*DEFENSE - *Robins Kaplan Miller & Ciresi LLP**Janet C. Evans, Kelly K. Pierce***Halawanji v Advantage Guard****Case No: 06CC00158**PLAINTIFF - *Gould & Associates**Michael Gould, Aarin Zeif*DEFENSE - *Atkinson, Andelson, Loya, Ruud & Romo, APC**Susan Steward***Hansen v CeliteCorp****Case Number: 1250371**PLAINTIFF - *Gilbert & Sackman, A Law Corporation**Robert A. Cantore, Adrian Barnes*DEFENSE - *Sheppard, Mullin, Richter & Hampton, LLP**Jeffrey A. Dinkin, Aaron W. Heisler***Hanzy v Mac Mall****Case No: BC373935**PLAINTIFF - *Westrup Klick, LLP**Phillip R. Poliner, Esq.*DEFENSE - *Jones Day**Steven M. Zadravec, Esq.***Hashimoto v Abercrombie & Fitch Co.****Case No: BC 354479**PLAINTIFF - *Khorrami, Pollard & Abir LLP**Robert (Bob) Drexler Jr**The Quinsberry Law Firm**John N. Quisenberry*DEFENSE - *Vorys, Sater, Seymore and Pease, LLP**Mark Knueve***Harris v Kiddie Kandids****Case Number: C08-00852 MEJ**PLAINTIFF - *Law Office of Randall Crane**Randall Crane*DEFENSE - *Desouza Law Offices**Jacqueline Desouza***Haywood v Tyler Restaurants, Inc.****Case No: 06CC00085**PLAINTIFF - *Gerald MacRae*DEFENSE - *Stradling, Yocca, Carlson & Rauth**John Cannon, Amy Williams***Hernandez v Angeles ARC****Case No: BC347952**PLAINTIFF - *Law Offices of Ellyn Moscovitz**Ellyn Moscovitz, Sharon Seidenstein*DEFENSE - *Law Offices of Steven Kramer**Steven Kramar***Hernandez v Brink's, Inc.****Case No: BC360488**PLAINTIFF - *The Cooper Law Firm P.C.**Scott Cooper**The Carter Law Firm**Roger L. Carter**Jose Garay A.P.C**Jose R. Garay*DEFENSE - *Crowell & Morning LLP**Jeff Pagano, Ira Saxe, Stafford Woodley, Marc Romero, Stephan**P. Rice***Herron v Cool Cuts 4 Kids****Case No: BC384527**PLAINTIFF - *Gould & Associates**Michael A. Gould**Aarin A. Zeif*DEFENSE - *Littler Mendelson**Diane L. Kimberlin*

Hill v SullivanAG**Case No: BC378222**PLAINTIFF - *Initiative Legal**Linh Hua, Scott Leviant*DEFENSE - *Chavos and Rao**Laurie Rao***Hyatt v California Sullivan****Case No: INC 068594**PLAINTIFF - *James H. Cordes, Attorney at Law**James H. Cordes*DEFENSE - *Carlton DiSante & Freudenberger, LLP**Leigh Ann White & Timothy Freudenberger***Ingraham v Orchard Supply Hardware****Case No: 457004**PLAINTIFF - *Scott Cole & Associates APC**Scott Edward Cole, Matthew Bainer & Clyde H. Charlton*DEFENSE - *Littler Mendelson PC**Dennis M. Brown, Michelle B. Heverly & Erica H. Kelley***Janicki v Lane Bryant****Case No: BC 374877**PLAINTIFF - *Connor & Sargent PLLC**Stephen P. Connor**Anne-Marie E. Sargent*DEFENSE - *Morgan Lewis & Bockius**John S. Battenfeld, Donna Mo, Albert Huang***Jones v Right Away Redy Mix****Case No: RG 07331067**PLAINTIFF - *Law Offices of Sohnen & Kelly**Harvey Sohnen, Esq., Patricia Kelly, Esq.*Defense - *Wiley, Price, & Radulovich, LLP**Joseph E. Wiley, Esq., Ian O. Fellerman, Esq.***Kaplan v Siemens Maintenance Services****Case No: BC 328900**PLAINTIFF - *Initiative Legal Group, LLP**Joseph Cho, Greg Yu*DEFENSE - *Morrison & Foerster**Samantha Goodman***Keo v North Coast Couriers****Case No: RG 06-0251806**PLAINTIFF - *Hinton, Alfert, and Sumner**Aaron Kaufman**Cohelan & Khoury**Christopher Olsen, Michael D. Singer**Liberation Law Group**Arlo G. Uriarte**Law Offices of Ricardo J. De Rosa**Ricardo J. De Rosa*DEFENSE - *Law Office of Nina Yablok**Nina Yablok**Littler Mendelson**Theodora Lee***Keplinger v California Pizza LLC****Case No: 07CEGC01534**PLAINTIFF - *Law Office of Michael Carver**Michael Carver*DEFENSE - *Fisher & Phillips, LLP**John Lattin***Kinz v SpencerGifts****Case Number: 07AS03539**PLAINTIFF - *Law Offices of Michael Carver**Michael Carver, Michelle Lunde*DEFENSE - *Orrick, Herrington & Sutcliffe LLP**Allison Pitigoi, Julie Totten***Klostermann v OCE Business Services****Case No: BC311001**PLAINTIFF - *Graves & Associates**Allen Graves*DEFENSE - *Jackson Lewis, LLP**Mia Farber, Dean Rocco***Koehler/Aho v BankoftheWest****Case Number: CGC-060 458611**PLAINTIFF - *Initiative Legal Group, LLP**Gregory Yu*DEFENSE - *Orrick, Herrington & Sutcliffe, LLP**Andrew Livingston***Koehler v Honeywell****Case No: RG 05213466**PLAINTIFF - *McCurdy & Ku**Gregg L. McCurdy, Gaetano M. Fong*DEFENSE - *Paul Hastings, Janofsky & Walker**M. Kirby C. Wilcox, Saidah M. Grayson***Krzesniak v Budget Rent A Car****Case No: C 05-5156 MEJ**PLAINTIFF - *Rukin Hyland Doria & Tindall LLP**Steven M. Tindall, Peter Rukin*DEFENSE - *Littler Mendelson**Jody A. Landry**Arena Hoffman LLP**Michael Hoffman***Kunz v Sunset Crescent****Case No: BC382004**PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Proskauer Rose LLP**Robert H. Horn, Anthony J. Oncidi***Lakso v UHS of Delaware, Inc.****Case No: BC 342312**PLAINTIFF - *Law Office of Joseph Antonelli**Joseph Antonelli, Janelle Carney*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson*

Lanzarone v WSA Security, Inc.**Case No: BC345891**PLAINTIFF - *Law Offices of Herbert Hafif**Gregg Hafif, Miguel Caballero, Farris Ain*DEFENSE - *Loeb & Loeb**Mark Campbell, Allan Edmiston, Erin Smith***LaPlante v Pomeroy Investments****Case Number: BC 379692**PLAINTIFF - *Hamner Law Offices**Christopher Hamner*DEFENSE - *Levinson Arshonsky & Kurtz**James Cooper***Lauzon v Club Monaco****Case No: CGC-06-449963**PLAINTIFF - *Keller Grover, LLP**Eric A. Grover Esq., Jade Butman Esq.*DEFENSE - *Little Mendelson**Margaret Hart Edwards, Phillip L. Ross***Little v Brinker****Case No: 02 CC-003965**PLAINTIFF - *Korien Tillery, LLC**Steven Katz, Christopher A. Hoffman*DEFENSE - *McMahon Berger, PC**Robert Younger, McMahon Berger***Lopez v Little Caesars****Case Number: BC383640**PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick; Anthony Jenkins*DEFENSE - *Winston & Straw LLP**Benjamin M. Gipson/Maria Rodriguez***Lopez v Louis Vuitton****Case No: BC361116**PLAINTIFF - *Gould & Associates**Michael Gould, Aarin Zeif*DEFENSE - *Winston & Strawn LLP**Lee Paterson, Jessie Kohler, Emilie Woodhead***Mabry v Pete's Connection****Case No: 04CC00509**PLAINTIFF - *Cohelan & Khoury**Tim Cohelan, Michael Singer, Sam Khoury, Diana Khoury**Nicole Durant, Esq Attorney at Law*DEFENSE - *Phillip Silverman, Esq. Attorney at Law***Mahoney v AT&T****Case No: BC385361**PLAINTIFF - *Goldstien Demchack Baller Borgen & Dardarian**Morris J. Baller, Joseph E. Jaramillo*DEFENSE - *Pillsbury, Winthrop, Shaw, Pittman LLP**Paula M. Weber, Lara-Beye Molina***Mares v BFS****Case No: BC375967**PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Matthew Theriault, Orlando Arellano*DEFENSE - *Rutan & Tucker, LLP**Ernest W Klatte, III, Summer Young-Agriesti***Marino v PinkTaco****Case Number: BC384498**PLAINTIFF - *Hamner Law Offices, APC**Christopher J Hamner*DEFENSE - *Proskauer Rose LLP**Robert H Horn***Martin v Home Savings Termite Control****Case No: BC372068**PLAINTIFF - *Jennifer Kramer Legal**Jennifer Kramer*DEFENSE - *Freedman & Taitelman**David Marmorstein***Martinez v Bank of the West****Case No: CGC-06-454959**PLAINTIFF - *Rukin Hyland Doria & Tindall, LLP**Peter Rukin & John F. Hyland**Law Offices of Greg Mayeda**Greg Mayeda*DEFENSE - *Orrick Herrington & Sutcliffe, LLP**Andrew Livingston, Kristen M. Jacoby & Patricia Gillette***Massie v Wild Oats****Case No: BC369633**PLAINTIFF - *Law Offices of Stephen Glick**Stephen Glick, Esq.**Daniels, Fine, Israel, Shonbuch & Lebovits LLP**Paul Fine, Scott Brooks, Craig Momita**Law Offices of Ian Herzog**Ian Herzog*DEFENSE - *Jackson Lewis LLP**Frank M. Liberatore, Esq. Debbie Ibrahim, Esq. & Aryn J. Sobo, Esq.***Mathistad v Einstein Noah Restaurant****Case No: 37-2007-74998-CU-IE-CTL**PLAINTIFF - *Righetti Law Firm, P.C.**Matthew Righetti, Esq, John Glugoski, Esq**Lorens & Associates, APLC**Tracee Lorens**Cadena Churchill, LLP**Raul Cadena*DEFENSE - *Holme Roberts & Owens, LLP**Donald L. Samuels, Elizabeth H. Murphy, David Ball*

McCall Selbst v Labor Ready

Case No: BC289925

PLAINTIFF - *The Quisenberry Law Firm*

John Quisenberry, Robert J. Drexler

DEFENSE - *Perkins Coie, LLP*

David Ongaro

McCarty v CJK Associates

Case No: FCS028379

PLAINTIFF - *Law Offices of Michael L. Carver*

Michael Carver

DEFENSE - *Jackson Lewis*

David S. Bradshaw, Cary Palmer

McLaughlin v Waste Management

Case No: 06C 0100

PLAINTIFF - *Appleton, Blady & Magnanimo*

Benjamin Blady

DEFENSE - *McNamara, Spira & Smith*

Kirsten Hicks Spira

Merino v Nations Pizza Products

Case No: 1:07-CV-632

PLAINTIFF - *Werman Law Office, P.C.*

Douglas M. Werman

Defense - *Jones Day*

Michael J. Gray, Michael S. Ferrell

Paul Hastings, Janofsky & Walker

Steven T. Catlett

NATION PIZZA'S COUNSEL

Earl Farkas

Mickelson v LaBou(WOGT)

Case Number: 07AS02431

PLAINTIFF - *Law Offices of Michael L. Carver*

Michael L. Carver

DEFENSE - *Knox, Lemmon, Anapolsky & Schrimp, LLP*

Angela Schrimp de la Vergne

Mobley v Globeground North America, LLC

Case No: BC 356051

PLAINTIFF - *Initiative Legal Group*

Matthew T. Theriault

DEFENSE - *Morgan, Lewis & Bockius LLP*

Jill Ann Porcaro

Molinar v Golden West Restaurants, Inc

Case No: BC350154

PLAINTIFF - *Law Offices of Michael Carver*

Michael Carver

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Charles Barker, Geoffrey Deboskey

Moore v Check Cashing Place

Case No: GIC 879665

PLAINTIFF - *Hidden Rott & Oertle, LLP*

Michael Ian Rott, Eric M. Overholt

DEFENSE - *Littler Mendelson*

Stacey E. James, Laura Strauss

Moore v Genesco

Case No: RG06270570

PLAINTIFF - *Keller Grover, LLP*

Eric Grover, Jade Butman

Thierman Law Firm

Mark Thierman

Law Office of Steven L. Miller

Scott A. Miller, Steven L. Miller

DEFENSE - *Morgan Lewis & Bockius, LLP*

Eric Meckley

Mondragon v BTR, Inc

Case No: BC 379380

PLAINTIFF - *Hamner Law Offices, LLC*

Christopher J. Hamner

Kimberly Westmoreland

DEFENSE - *Van Vleck Turner & Zaller, LLP*

Brian Van Vleck

Anthony Zaller

Morgan v The Avenue

Case No: BC362191

PLAINTIFF - *Initiative Legal Group*

Mark Yablonovich, Marc Primo, Matthew T. Theriault, Lory N. Ishii

DEFENSE - *Sheppard, Mullin, Richter & Hampton*

Charles F. Barker, Ross A. Boughton

Morris v Lebhar Friedman

Case No: 2:08-cv-07457-ODW-FMO

PLAINTIFF - *Appleton, Magnanimo & Dean*

Lauren Dean, Frank Magnanimo

DEFENSE - *Paul, Hastings, Janofsky & Walker*

Ryan Derry, Elena Baca

Muniz v Pilot Travel Centers

Case No: 07-CV-003250-FCD-EFB

PLAINTIFF - *Law Offices of Michael Carver*

Michael Carver

DEFENSE - *Littler Mendelson, PC*

Jody Landry

Nelson v Pitney Bowes

Case No: 06 05954 JSW

PLAINTIFF - *Wynne Law Firm*

Edward Wynne

DEFENSE - *Littler Mendelson, PC*

Annamary E. Gannon

Nerland v Caribou Coffee

Case No: 05-1847 PJS/JJG

PLAINTIFF - *Lockridge Grindal Nauen*

Charles N. Nauen

Cuneo Gilbert & LaDuca

Jon Tostrud

DEFENSE - *Fredrickson & Byron*

Joseph M. Sokolowski

Nevins v UHS of Delaware, Inc.**Case No:** BC322077PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Shawn Westrick, Robert Byrnes*DEFENSE - *Cotkin, Collins & Ginsburg**William Naeve, Ellen Tipping, Robert Wilson***Nguyen v BDO****Case No:** SACV07-1352 JVS MJGxPLAINTIFF - *Kershaw, Cutter & Ratinoff, LLP**Stuart Talley*DEFENSE - *Morgan, Lewis & Bockius, LLP**Carrie Gonell***Njoku v Ecko****Case No:** CGC 07-469480PLAINTIFF - *Keller Grover LLP**Eric A. Grover*DEFENSE - *Proskauer Rose LLP**Enzo Der Boghossian, Harold M Brody***Noble v Sony****Case Number:** BC372645PLAINTIFF - *Trush Law Office**James M. Trush, Esq.**Tharpe & Howell**Robert M. Freedman, Esq., David S. Binder, Esq.*DEFENSE - *Mitchell Silberberg & Knupp LLP**Jeffrey L. Richardson***Novel v World Cafe Restaurant****Case Number:** BC382068PLAINTIFF - *Hamner Law Offices, LLC**Christopher J. Hamner*DEFENSE - *Lewis Brisbois Bisgaard & Smith, LLP**Steven G. Gatley, Lisa A. Gregorius***Omaley v IntelCorp****Case No:** 108CV126813PLAINTIFF - *Hinton, Alfert & Sumner**Aaron Kaufman**Rudy, Exelrod, Zieff & Lowe**Steve Zieff, Pat Goldman**Bruckner Burch**Richard Burch*DEFENSE - *Gilmore Diekmann Jr**Gilmore Diekmann***Ordaz v Rose Hills Mortuary****Case No:** BC 386500PLAINTIFF - *Initiative Legal Group**Marc Primo, Matthew Theriault, Dina Livhits*DEFENSE - *Gurnee and Daniels LLP**Stephen Gurnee, Nicholas Forestiere, David Daniels, John Mason***Ortega v Leslie Farms****Case No:** GIN-031-417PLAINTIFF - *California Rural Legal Assistance Foundation**Dorothy A. Johnson*DEFENSE - *Testa & Associates, LLP**Gregory J. Testa, Esq***Osorio v Land Forms Landscape****Case No:** 07 CC 05683PLAINTIFF - *Martinez & Associates**Jose Antonio Martinez*DEFENSE - *Crowell & Morning, LLP**Mark Romeo***Padilla v Two Lips****Case No:** BC344476PLAINTIFF - *Keller Grover, LLP**Jade Butman, Eric Grover*DEFENSE - *Anderson McPharlin & Connors, LLP**Glen Mortens, Stephen Harris***Palacio v International Extrusion****Case No:** BC 376966PLAINTIFF - *Myers & Siegel, PC**Michael Myers, Alan Sigel**Law Office of Matthew Taylor**Matthew Taylor*DEFENSE - *Little Mendelson, PC**Robert Blumberg***Palmer v Kohls Corporation****Case No:** 37-2007-00076060-CU-MC-CTLPLAINTIFF - *Bonnett, Fairbourn, Friedman & Balint, PC**Todd D. Carpenter*DEFENSE - *Call, Jensen & Ferrell**Matthew R. Orr***Palos v International Protection Service, Inc.****Case No:** BC323209PLAINTIFF - *Initiative Legal Group, LLP**Marc Primo, Greg Yu, Joseph Cho, Susan Cregg*DEFENSE - *Sedgwick, Detert, Moran & Arnold LLP**David M. Humiston, Leonora M. Schloss, Alexander Gareeb,**Aaron Colby***Pang v PitneyBowes****Case No:** 1:07-cv-08557-RJHPLAINTIFF - *Lipman & Plesur LLP**Robert Lipman, David Robins*DEFENSE - *Seyfarth Shaw LLP**Lorie Almon, Peter Walker, Chris Lowe*

Pelton v GTC**Case No:** GIC863070**PLAINTIFF** - *Frantz Law Group APLC**James Frantz, Giles Townsend**Keegan, Macaluso & Baker, LLP**Patrick Keegan, Brent Jex**Law offices of Jodi Frantz**Jodi Frantz***DEFENSE** - *Drinker Biddle & Reath LLP**William Hanssen, Donald Beshada, Suzanne Stouder***The People of California v Zuma****Case No:** BC349390**PLAINTIFF** - *L.A. City Attorney's Office**James Colbert, Steven Gold***DEFENSE** - *Hill, Farrer & Burrill LLP**Scott Gilmore. Esq.***Peralta v Olympic Garden****Case No:** BC 358374**PLAINTIFF** - *Kesluk & Silverstein**Douglas Silverstein, Michael G. Jacob***DEFENSE** - *Rees Law Firm**Robert Rees***Perezchica v Eastco Int'l Corp.****Case No:** 07 CH 04726**PLAINTIFF** - *Werman Law Office, P.C.**Douglas M. Werman***DEFENSE** - *Burke & White**Edmund Burke***Pietrzak v Joes Crab Shack****Case No:** GIC 863846**PLAINTIFF** - *Cohelan & Khoury**Alex Dychter, Michael Singer***DEFENSE** - *Sheppard, Mullin, Richter & Hampton**Heather Clark, Ryan McCortney***Radinski v Apex Digital****Case No:** 07 C 0571**PLAINTIFF** - *Penny, Nathan, Kahan & Associates**Ruth Irene Major***DEFENSE** - *Littler Mendelson**Lisa Schreter***Ramirez v eWork****Case No:** 06-cv-00686-WDM-BNB**PLAINTIFF** - *Cafferty Faucher LLP**Anthony Fata***DEFENSE** - *Jacobs Chase**Ann Frick***Rava v Athletics Investment Group****Case Number:** RG 06268693**PLAINTIFF** - *The Cartwright Law Group, APLC**Gregory Cartwright***DEFENSE** - *Jackson Lewis**Cary Palmer**Buchalter Nemer**George J. Stephan***Rava v Club Med Sales****Case No:** 03CC09858**PLAINTIFF** - *Fuller Jenkins**Erik C. Jenkins**Flynn & Stillman**Philip Stillman**The Grant Law Firm**Joseph M. Grant***DEFENSE** - *McKay, Graham & de Lorimier**Michael Acain***Razo v C&D Zodiac****Case No:** 07CC01373**PLAINTIFF** - *Spiro Moss LLP**Dennis Moss, Gregory Karasik***DEFENSE** - *Sheppard, Mullin, Richter & Hampton LLP**Greg Labate, Ruben Escalante***Recio v Labor Ready****Case No:** BC289925**PLAINTIFF** - *The Cullen Law Firm, APC**Paul T. Cullen***DEFENSE** - *Perkins Coie, LLP**David Ongaro***Renteria v Pacer Cartage, Inc.****Case No:** BC 292970**PLAINTIFF** - *Daniels, Fine, Israel, Shonbuch & Lebovits**Paul Fine, Scott Brooks**Law Offices of Stephen Glick**Stephen Glick***DEFENSE** - *Morgan, Lewis & Bockius**Larry Lawrence, Clifford Sethness***Ridley v Friar Tux****Case No:** BC368902**PLAINTIFF** - *Law Offices of John F. Stewart**John F. Stewart***DEFENSE** - *Goldstein Law Firm**Charles Goldstein**Seyfarth Shaw LLP**Kenneth Sulzer***Ronn v Well Point Anthem BlueCross****Case No:** 56-2008-00328601-CU-OE-VTA**PLAINTIFF** - *Initiative Legal Group**Marc Primo***DEFENSE** - *Seyfarth Shaw LLP**Eileen Zorc*

Rubio v New Century Mortgage**Case No: SACV06-811CJC(AJWx)****PLAINTIFF - Trush Law Office***James M. Trush***DEFENSE - Sheppard Mullin Richter & Hampton, LLP***Greg S. Labate***Sahab v Posadas****Case No: BC 324 331****PLAINTIFF - The Pearl Law Firm***Steven G. Pearl**Law Office of Robert E. Racine**Robert E. Racine***DEFENSE - Law Offices of Stanley R. Raskin***Stanley R. Raskin**Barnes Crosby Fitzgerald & Zeman LLP**William M. Crosby***Saidel v CBS Radio, Inc.****Case No: CV07-02948****PLAINTIFF - Hinton, Alfert & Sumner***Aaron Kaufmann**David P. Pogrel***DEFENSE - Morgan, Lewis & Bockius***Rebecca Eisen**Theresa Mak***Salvador v PLS Checking****Case Number: CV 08-00882****PLAINTIFF - Hamner Law Offices, APC***Christopher J Hamner***DEFENSE - Proskauer Rose LLP***Robert H Horn***Sanchez v Harry Singh & Sons Farming****Case No: GIC872854****PLAINTIFF - Lorens & Associates, APLC***Tracee Lorens**Cadena Churchill LLP**Raul Cadena***DEFENSE - DLA Piper***Rick Storms, Amy Beckstead***Sandford v Time Warner Cable****Case No: BC 356014****PLAINTIFF - Kinglsey & Kingsley APC***Kevin M. Zietz***DEFENSE - Morgan, Lewis & Bockius LLP***Carla J. Feldman, Jason S. Mills***Scott/Smith v BearCom****Case No: 37-2007-00068223-CU-OE-CTL****PLAINTIFF - Cohelan & Khoury***Timothy D. Cohelan, Isam C. Khoury, Michael D. Singer,**Diana M. Khoury***DEFENSE - DLA Piper LLP (US)***Merrill F. Storms, Jr., Tonya M. Cross***SLC v Pacific States Industries****Case No: 237576****PLAINTIFF - Littler Mendelson***Christopher Cobey***DEFENSE - Pacific States Industries***David Balter***Small v Brinderson****Case No: 04CC00717****PLAINTIFF - Law Offices of Ellyn Moscovitz***Ellyn Moscovitz***DEFENSE - Atkinson, Andelson, Loya, Ruud & Romo***Christopher Andre***Smith v Claires Boutiques, Inc.****Case No: BC378435****PLAINTIFF - Law Offices of Kenneth H. Yoon***Kenneth H. Yoon***DEFENSE - Morgan, Lewis & Bockius LLP***John D. Hayashi***Smith v GuardSystems****Case No: BC384306****PLAINTIFF - Law Offices of Kevin T Barnes***Joseph Antonelli, Janelle Carney, Kevin Barnes, Gregg Lander***DEFENSE - Musick Peeler & Garrett***Elaine Vukadinovich***Smith v ShieldSecurity****Case No: BC385635****PLAINTIFF - Kokozian & Nourmand LLP***Michael Nourmand**The Feldman Law Firm**Lee Feldman**Class Action Litigation Group**Rene Barge & Katie Odenbriet***DEFENSE - Bradley & Gmelich***Jaimee Wellerstein, Barry Bradley, Gary Bradley***Smith v The Children's Place****Case No: BC328780****PLAINTIFF - Initiative Legal Group LLP***Marc Primo, Mark Yablonovich, Robert E. Byrnes***DEFENSE - Sheppard Mullin Richter & Hampton***Richard Simmons, Derek Havel***Solis v HiTech Collison****Case No: BC336338****PLAINTIFF - Horton & Debolt***Laura Horton**Kesluk & Silverstein**Douglas Silverstein, Alexandra Steinberg***DEFENSE - Fine, Boggs & Perkins***Cory King*

Sprinklerfitters Local 669 v West Coast Fire Protection Services

Case No: 06AS04594

PLAINTIFF - *Law Offices of Ellyn Moscovitz*
Ellyn Moscovitz, Sharon Seidenstein
DEFENSE - *Rediger, McHugh & Hubbert LLP*
Robert Rediger

Stewart v Reebok

Case No: BC 317955

PLAINTIFF - *Westrup Klick, LLP*
Phillip Poliner
The Law Offices of Allan A. Sigel
DEFENSE - *Cathcart Collins, LLP*
Patrick Cathcart

Thompson v Culver Personnel

Case No: GIC 870940

PLAINTIFF - *The Law Offices of Michael Carver*
Michael Carver
DEFENSE - *Stradling Yocca Carlson & Rauth*
Bruce May

**Tapia v Mangen Group
(BurgerKing)**

Case Number: BC377114

PLAINTIFF - *Aidikoff, Uhl & Bakhtiari*
Philip Aidikoff, Robert Uhl, Ryan Bakhtiari
Law Offices of David G. Spivak
David Spivak
Law Offices of David Harrison
David Harrison
DEFENSE - *Lewitt, Hackman, Shapiro, Marshall & Harlan*
Sue Bendavid, Paul Bauducco

Throne v Citicorp Investment Services

Case No: CV 07-113-ABC(RZx)

PLAINTIFF - *Initiative Legal Group LLP*
Mark Yablonovich, Marc Primo, Shawn Westrick
DEFENSE - *Gould & Associates*
Michael A. Gould, Aarin A. Zeif

Tilden v Mastro's Ocean Club

Case No: 06 CC 00135

PLAINTIFF - *Gould & Associates*
Michael Gould, Aarin Zeif
DEFENSE - *Ogletree Deakins*
Beth Gunn

Tobin v The Rack, LLC

Case No: BC 366512

PLAINTIFF - *Law Offices of Peter M. Hart*
Peter M. Hart
Diversity Law Group
Larry W. Lee
DEFENSE - *Knee Ross & Silverman*
Lora Silverman

Tu v Rusco

Case No: BC 367842

PLAINTIFF - *The Cullen Law Firm APC*
Paul T. Cullen
The Ryan Law Firm PLC
Kelly F. Ryan
DEFENSE - *Best, Best & Krieger LLP*
G. Ross Trindle

Ubalde v Prudential

Case No: BC245149

PLAINTIFF - *Spiro Moss Barness LLP*
Ira Spiro, Justian Jusuf, Dennis Moss
DEFENSE - *Thelen Reid Brown Raysman & Steiner, LLP*
Thomas Hill

Valdivia v 3049 8th St

Case No: BC 361404

PLAINTIFF - *Peter L. Weinberger and Associates, P.C.*
Peter Weinberger
DEFENSE - *Lewis Brisbois Bisgaard & Smith LLP*
Patrick Stark

Walker v Bankers Life

Case No: 06-cv-06906

PLAINTIFF - *The Quisenberry Law Firm*
Robert Drexler
Werman Law Office
Douglas Werman
DEFENSE - *Littler Mendelson*
John A. Ybarra, Shanthy V. Gaur, Stephanie Seay Kelly, Tony R. Skogen

Weber v Einstein Noah Restaurant

Case No: 37-2008-00077680-CO-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC*
L. Tracee Lorens
Cadena Churchill, LLP
Raul Cadena
DEFENSE - *Holme Roberts & Owens, LLP*
Donald L. Samuels, Elizabeth H. Murphy, David Ball

Weizman v Principe

Case No: BC 379691

PLAINTIFF - *Hamner Law Offices*
Christopher J. Hamner, Kimberly A. Westmoreland
DEFENSE - *Jones, Bell, Abbott, Fleming & Fitzgerald, LLP*
Kevin K. Fitzgerald

Wells v Kelly & Assoc., Inc.

Case No: GIC862431

PLAINTIFF - *Lorens & Associates APLC*
Tracee Lorens
(CONTINUED FROM BELOW LEFT)
DEFENSE - *Barker, Olmsted & Barnier*
Christopher Olmsted

Whitaker v Cardinal Health

Case No: 37-2007-00078492-CU-OE-CTL

PLAINTIFF - *Lorens & Associates, APLC*

L. Tracee Lorens

DEFENSE - *Wilson Petty Kosmo & Turner, LLP*

Robin A. Wofford, Lois Kosch

Whitmill v PC Mall

Case No: BC 373935

PLAINTIFF - *Westrup Klick, LLP*

Phillip R. Poliner, Esq.

DEFENSE - *Jones Day*

Steven M. Zadravec, Esq.

Wilfred v Lube Pit Stop

Case No: BC 377538

PLAINTIFF - *Law Offices of Eli M. Kantor*

Eli M. Kantor

DEFENSE - *Margolis & Tisman*

Naki Irvin

Winzelberg v Liberty Mutual

Case No: CV 07-460

PLAINTIFF - *Initiative Legal Group LLP*

Monica Balderrama, Orlando Arellano

DEFENSE - *Sheppard, Mullin, Richter & Hampton LLP*

Geoffrey DeBoskey

Williams v AVTA Busdrivers

Case No: CV 08-02582 GW (AVRx)

CV 08-4282 GW (AGRx)

PLAINTIFF - *Initiative Legal Group LLP*

Matthew T. Theriault, Dina Livhits

DEFENSE - *Gleason & Favrote, LLP*

Paul M. Gleason, Torey J. Favarote

Williams v John Wheeler

Case No: 59035

PLAINTIFF - *Law Offices of Michael Carver*

Michael L. Carver

DEFENSE - *The Ison Law Group*

Elizabeth Ison

Wise v Factors

Case No: BC373911

PLAINTIFF - *Jennifer Kramer Legal, APC*

Jennifer Kramer, Judith Wiederhorn

DEFENSE - *Silver & Freedman, APLC*

Andrew Kaplan

Wu v SR Investment Group, Inc.

Case No: BC356245

PLAINTIFF - *Bander Law Firm LLP*

Joel R. Bander, Cathe L. Caraway-Howard

DEFENSE - *Fullbright & Jaworski LLP*

Jay J. Lee,

Exhibit B

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

Exhibit C



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	13792	Prepared By:	Michael Sutherland
Estimate Date:	9/1/2021	Direct Dial #	321-223-5067
		Email:	msutherland@simpluris.com

Attorney/Client: Plaintiff Attorney
Firm: **Justin Rodriguez**
Shimoda Law

Attorney/Client: Defense Attorney
Firm:

Case Name: Franco v. Rancho Family Medical Group, Inc.: All In Settlement

Anticipated Total Cost	\$8,484
Capped Fee*	\$8,500

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	355	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	10%
Mailing Document Language:	English	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	No
Unclaimed Funds:	Cy Pres	State(s):	Single
		Tax Year	One

Case Setup

Data Compilation: Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
		Total	\$1,590.00

Notification

Notice Packet: 5 pg Notice, - Double Sided - English

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.25	355	\$443.75
Postage	\$0.58	355	\$205.90
NCOA/CASS/LACS	\$75.00	1	\$75.00
Undeliverable Processing	\$0.25	36	\$8.88
Skip Trace RUM	\$2.00	36	\$71.00
Remail Notice	\$1.50	30	\$45.26
Remail Postage	\$0.58	30	\$17.50
Mailing Supervisor	\$50.00	1	\$50.00
		Total	\$917.29

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	180	\$18.00
		Total	\$225.00



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$1.50	2	\$3.00
Opt Out Processing	\$1.50	4	\$5.33
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$458.33

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members: W2, 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	355	\$1,065.00
Postage	\$0.58	355	\$205.90
Process Returned Checks	\$0.50	4	\$1.78
Skip Trace Search Undeliverable Checks	\$3.00	4	\$10.65
Remail Checks (Includes Postage)	\$3.00	4	\$10.65
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$500.00	1	\$500.00
QSF Reporting/Declaration	\$500.00	1	\$500.00
QSF Annual Tax Preparation Fee	\$1,000.00	1	\$1,000.00
Reissuing Checks/1099's	\$5.00	5	\$26.63
Postage	\$0.58	5	\$3.09
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	2	\$250.00
Total			\$4,693.69



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Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	2	\$100.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$600.00

Postage

\$226.49

Total Case Cost:

\$8,484.30

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 - Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 - Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

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5 Attorneys for Plaintiff SARA FRANCO
6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

15 RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
16 HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

17 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF JUSTIN P.
RODRIGUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Sara Franco ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff's
5 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 ("Agreement") in this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff's contention
9 that Defendants Rancho Family Medical Group, Inc., and Rancho Health MSO, Inc., ("Defendants") 1)
10 failed to pay overtime wages; 2) failed to pay minimum wages; 3) failed to provide legally compliant
11 meal periods or pay the appropriate meal period premiums in lieu thereof; 4) failed to provide legally
12 compliant rest periods or pay the appropriate rest period premiums in lieu thereof; 5) failed to provide
13 accurate, itemized wage statements; 6) failed to pay final wages owed in a timely manner; 7) failed to
14 pay reimbursement for all expenses incurred by employees; 8) failed to pay premium wages at the
15 correct regular rate of pay for overtime, paid sick leave, and meal and rest period premiums (*i.e.*
16 including within the regular rate of pay calculation shift differentials, pay stipends, and bonuses); and
17 9) engaged in unfair competition based on these alleged violations. Plaintiff also alleged liability for
18 civil penalties under the Private Attorneys General Act ("PAGA"). These claims were based
19 allegations that Defendants violated California law by 1) failing to correctly incorporate the value of the
20 non-discretionary remuneration, such as, but not limited to, shift differentials, pay stipends, and
21 bonuses into Class Member's and Aggrieved Employees' regular rate of pay when calculating
22 overtime, double time, meal and rest period premiums, or sick pay; 2) failing to provide meal and rest
23 periods in compliance with California law due to understaffing and workflow issues, or pay premiums
24 in lieu thereof; 3) failing to pay employees for all hours worked due their failure to pay for time
25 employees spent waiting to clock into work; 4) failing to pay reimbursements for business-related cell
26 phone use; and 5) failing to accurately itemize the hours and wages earned on paystubs issued to Class
27 Members and Aggrieved Employees. The PAGA, waiting time penalty, wage statement violation, and
28 unfair competition claims also derive from these violations.

1 3. Plaintiff is the only named representative in this matter. From our initial investigations
2 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
3 class action. We filed the action on or about May 10, 2021. Plaintiff exhausted administrative
4 remedies through the Labor and Workforce Development Agency ("LWDA") prior to amending the
5 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on April 29, 2021, setting
6 forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is
7 being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendants via
8 certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response
9 by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65
10 days. As such, Plaintiff became authorized to commence a civil action under the PAGA and filed a
11 First Amended Complaint on July 7, 2021. A true and correct copy of Plaintiff's operative Complaint
12 is filed with this Motion as Exhibit B. A copy of the complaint was uploaded to the LWDA on
13 September 29, 2021, after we received an endorsed copy back from Court.

14 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

15 5. Defendants are represented in this matter by Yesenia Gallegos and Marjorie Soto of
16 McDermott Will & Emery LLP. From the beginning, Defendants have contested the merits of this
17 case, the suitability of the case for class action or representative treatment, the manageability of the
18 case at trial, and Plaintiff's ability to prove a violation in each pay period for each employee among
19 other defenses and contentions they made challenging the propriety of this action. Defendants further
20 contended that, even assuming there was a finding supporting the imposition of PAGA penalties, the
21 Court would likely exercise its discretion to substantially reduce any such penalties owed based on
22 evidence of good faith attempts to comply with Labor Code obligations by Defendants.
23 Notwithstanding its agreement to settle this matter, Defendants believe the practices Plaintiff is
24 contending are unlawful either do not exist or, to the extent they do exist, fully comply with all state
25 and federal employment laws with respect to Plaintiff and Class Members. Also, Defendants have
26 contended that this matter is not appropriate for class certification outside of this proposed class
27 settlement.
28

1 6. Based on the expected testimony from Plaintiff and Class Members, a review of
2 Defendants' policies and procedures and other documents relating to the alleged claims, information on
3 the number of Class Members, Class Members' dates of employment, and a representative sample of
4 Class Members' payroll data, the scope of the potential damages to Plaintiff and Class Members in light
5 of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that
6 have taken place, I am convinced that the proposed settlement is in the best interest of the class. The
7 length and risks of trial and other normal perils of litigation that impact the value of the claims were also
8 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of
9 potential class certification issues as well as the uncertainty of class certification, the difficulties of
10 complex litigation, and the lengthy process of establishing specific damages and various possible delays
11 and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the
12 PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on
13 proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages
14 at separation, which would eliminate the value of the waiting time penalty entirely. Overall, I believe it
15 is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation
16 and potentially obtain zero funds to the class due to legal or factual issues in the case.

17 7. My office, including my partner, Galen T. Shimoda, my associate, Jessica L. Hart, my
18 paralegals, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
19 and potential damages for such claims. The parties engaged in informal discovery and exchange of
20 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
21 data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims.
22 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
23 damages, the scope and configuration of Class Members, the content and implementation of the wage
24 and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
25 From this production we were able to determine information critical to a reliable damages analysis such
26 as the average hourly rate, average daily hours worked, average number of workweeks and pay periods
27 that had potential violations based on the asserted claims, the frequency with which violations occurred
28 in a given week and/or pay period, and the number for former employees. This information allowed my

1 office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in
2 all aspects of this litigation including providing factual information relating to Plaintiff's and similarly
3 situated employees' employment conditions, providing a substantial number of documents, and
4 answering questions regarding Defendants' factual contentions in this matter. This was important
5 because it is directly related to our ability to maintain this case as a class action and our ability to obtain
6 a favorable settlement for the class.

7 8. Throughout this litigation our office had numerous communications with Defendants'
8 Counsel discussing our respective positions. The parties engaged in mediation on September 8, 2021,
9 using an experienced mediator, Lisa Klerman, Esq. It was only after approximately six (6) months of
10 extensive, arm's length negotiations and litigation that the parties were able to reach a settlement, which
11 only occurred after a full-day mediation. The negotiations were at all times contentious and adversarial,
12 though still professional in nature.

13 9. There are approximately 355 Class Members who worked during the Class Period. The
14 parties reviewed and analyzed substantial amounts of data regarding the class claims. Based on our
15 investigation, analysis, and review of all relevant documents, payroll and time records information for
16 the putative class, the number of putative Class Members, total number for workweeks and pay periods
17 within the claim periods, arguments made at mediation, and case law, I have determined that the
18 damages for the asserted class claims if Plaintiff was successful at certification and trial would be
19 approximately \$7,555,571.00, which includes all available civil penalties under the PAGA. Based on
20 our research, we did not find any prior Labor Commissioner or court decisions that stated Defendants'
21 practices and/or policies were improper. As such, a "subsequent violation" may not be found for
22 penalty calculation purposes and the exposure analysis here is based on an "initial violation" valuation
23 being adopted by any fact finder if this matter went to trial. Additionally, the \$7,555,571.00 damages
24 number is the recovery that could be had if Plaintiff were successful in certifying all claims, successful
25 in establishing liability on all claims, successful in establishing damages at the exact rates and number
26 of instances derived from the sample analysis, and Defendants are unsuccessful at proving any
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1 affirmative defenses or offsets for the asserted claims. Of course, this is unlikely to happen in any
2 litigation, including this one. A more likely recovery on a claim-by-claim basis is set forth below:¹

- 3 a) Failure to Pay Overtime/Minimum Wages (Off the Clock): This claim was based on
4 Plaintiff's contention that Plaintiff and similarly situated employees went unpaid during
5 time spent waiting for their computer stations to boot up and the programs to load for
6 them to be able to clock in for work, which Plaintiff contends took approximately five (5)
7 minutes on average. Approximately 82% of the shifts in the sample were over eight (8)
8 hours. Based on the average rate of pay, the combined maximum unpaid overtime and
9 minimum wage calculation for this claim was \$294,600.00. It is likely, however, that the
10 actual amount of time it took each class member to log in would vary (assuming the
11 computer terminals were not left on from the day before) and would be less than the five
12 (5) minutes each time. I believe the potential range of value on this claim given the risks
13 of litigation and proving damages is more likely to be \$58,920.00 (an average log in time
14 of one (1) minute) to \$176,760.00 (an average log in time of three (3) minutes).
- 15 b) Unpaid Overtime (Regular Rate of Pay): This claim is based on Plaintiff's contention
16 that Defendants failed to incorporate the value of the non-discretionary remuneration,
17 such as, but not limited to, shift differentials, pay stipends, and bonuses into Class
18 Member's and Aggrieved Employees' regular rate of pay when calculating overtime.
19 Through the sample data, we found that Defendants began to incorporate the additional
20 remuneration into the regular rate of pay calculation around March 2021. Furthermore,
21 once Defendants began including these additional types of remuneration into the regular
22 rate of pay calculation, the formula they used actually resulted in overpayment, creating
23 an offset that would apply to this claim. Prior to any offset, the maximum unpaid
24 overtime calculation was \$118,308.00. I believe the potential of value on this claim
25 given the risks of litigation and potential offset is more likely to be approximately
26 \$88,500.00.

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¹ All calculations include interest where applicable.

- 1 c) Failure to Provide Meal Periods: This claim is based on Plaintiff's contention that
2 Defendants failed to provide meal periods in compliance with California law due to
3 understaffing and workflow issues. Meal period claims that are not based on facially
4 invalid employer policies are notoriously difficult to get certified as they require
5 substantial evidence of scheduling policies that create a *de facto* non-compliant meal
6 period policy. Plaintiff faced substantial risk in being able to certify this claim and
7 maintaining certification through trial. Furthermore, the payroll records demonstrated
8 that Defendants paid approximately \$47,313 in meal period premiums, which would act
9 as a further offset to any damages award for this claim and may be viewed by a court as
10 evidence of compliant meal period policies and practices. While the maximum value of
11 the meal period premiums due for this claim was \$777,762.00, I believe the more likely
12 range of value for this claim is \$0.00 to 150,000.00.
- 13 d) Failure to Provide Rest Periods: This claim is based on Plaintiff's contention that
14 Defendants failed to provide rest periods in compliance with California law due to
15 understaffing and workflow issues. Additionally, Plaintiff believed an argument could be
16 made that Defendants' policy of requiring employees to record rest periods on their
17 timecards could be used in combination with the time records to show that little to no
18 compliant rest periods were provided. Rest period claims, like meal period claims, are
19 difficult to get certified when there is not a facially invalid policy at issue. Plaintiff faced
20 substantial risk in certifying this claim and maintaining certification through trial. It is
21 unclear whether a Court would accept Plaintiff's timekeeping theory to establish liability
22 for rest periods. To my knowledge, no Court has held that the absence of rest periods
23 recorded in time records in violation of an employers' own policy to do so raises a
24 presumption that no valid rest periods were taken. This would be an extension of
25 *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 74-78 (2021), which held that a rebuttable
26 presumption of meal period violations would occur where the time records indicated no
27 such breaks took place. The *Donohue* Court relied on the legal requirement for
28 employers to record the start and end times of meal periods to support the presumption,

1 not the failure to follow the employer's own policy. Additionally, this claim could be
2 subject to further reduction based on testimony that employees received their rest periods
3 notwithstanding any time clock data showing no rest periods were taken. While the
4 maximum value of the rest period premiums due for this claim was \$1,186,042.00, I
5 believe the more likely range of value for this claim is \$0.00 to \$150,000.00.

6 e) Underpaid Sick Leave and Meal Period Premiums (Regular Rate of Pay): This claim is
7 based on Plaintiff's contention that Defendants failed to incorporate the value of the non-
8 discretionary remuneration, such as, but not limited to, shift differentials, pay stipends,
9 and bonuses into Class Member's and Aggrieved Employees' regular rate of pay when
10 calculating meal period premiums and sick leave pay. Although I believe these are very
11 strong claims, the nature of the claims results in the amounts owed under these theories of
12 liability being very small. This is because the amount owed is only the difference
13 between what hourly rate was paid and the modified hourly rate owed, which usually is a
14 difference of only several dollars per pay period. I believe the likely total owed under
15 this claim will be very close to the maximum \$15,134.00 amount we calculated as owed.

16 f) Failure to Pay Reimbursement: This claim was based on Plaintiff's contention that
17 Defendants failed to reimburse employees for the use of their cell phones for work
18 purposes. There was substantial risk in certifying this claim and maintaining certification
19 through trial. If a Court found that sufficient alternative means existed for employees to
20 communicate without the use of their personal cell phones, this could eliminate the claim
21 entirely as such use would no longer be deemed "necessary," which is a requirement to
22 establish liability. While the maximum value of the reimbursements due for this claim
23 was \$183,336.00, I believe the more likely range of value for this claim is \$0.00 to
24 \$50,000.00.

25 g) Waiting Time Penalties: This claim was derivative of the other asserted claims and,
26 therefore, any risk associated with those claims would apply here as well. In addition, the
27 potential for a "good faith" defense based on any objectively tenable dispute would
28 completely eliminate the value associated with this claim. Defendants put forth several

arguments on the merits concerning all of Plaintiff's asserted claims, disputing whether off-the-clock even occurred or that Defendants should have been reasonably aware of it occurring giving their policies, practices, and purported lack of complaints, that it maintains compliant meal and rest period policies and practices, that several payments made to employees either did not qualify as non-discretionary remuneration, were already included in the overtime calculation, and/or that the calculation formula resulted in overpayment to employees. While I disagree with these merits arguments put forth by Defendants, a Court may give them credence and completely eliminate any waiting time penalty calculation. Furthermore, a recent California Appellate case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 40 Cal.App.5th 444 (2019), had expressly held that unpaid meal period premiums cannot serve as the basis for a waiting time penalty claim. While our claims also involve rest period premiums, it is unlikely that a Court would find that as a sufficient basis to distinguish this case from *Naranjo*. Finally, due to the correction and overpayment of overtime from regular rate of pay calculations taking place after March 2021, the offset from these additionally paid wages may result in no net underpayment at the time of termination for a number of employees, further reducing the potential damages number. Therefore, I believe the likely value of Plaintiff's waiting time penalty claims range from \$0.00 to \$300,000.00.

- h) Wage Statement Violations: This claim was derivative of the other asserted claims and, therefore, any risk associated with those claims would apply here as well. There is substantial risk that, because the wage statement claims are derivative, a Court may find there is no separate injury to support a claim based on *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308, 1336 (2018). Furthermore, the *Naranjo* case also held that the failure to itemize break period premiums cannot serve as an independent basis for wage statement claims. Based on the sample records and policy documents I reviewed, as well as the information obtained from Plaintiff and case law, I believe that this claim has a likely value range of \$0.00 to \$215,600.00.

- 1 i) Derivative PAGA Penalties: This claim was derivative of the other asserted claims and,
2 therefore, any risk associated with those claims would apply here as well. The total
3 maximum calculation possible for the PAGA claims was approximately \$3,183,500.00.
4 PAGA penalties are regularly reduced in the discretion of the Court where a higher award
5 might produce results that are unjust, oppressive, or confiscatory. I believe it is highly
6 likely that a Court would substantially reduce any PAGA penalty award. *See Fleming v.*
7 *Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82% reduction).
8 Factors Courts look to when determining whether an award under the PAGA would be
9 unjust, oppressive, or confiscatory include the extent of any actual injuries suffered by
10 employees as a result of the violation, whether employees complained about the
11 violations, the extent of the violations, and whether any good faith measures to prevent
12 the violations were taken. *See generally Fleming*, 2011 U.S. DIST. LEXIS 154590 (C.D.
13 Cal. 2011). In this case, the strongest claims (*i.e.* those based on regular rate of pay
14 calculations) resulted in likely damages of only \$103,634. There are significant disputes
15 regarding the remaining claims, including some which may be found by the Court to
16 represent a good faith dispute. Furthermore, the wage statement penalty and waiting time
17 penalty claims are already penalizing Defendants for the offending conduct. It may be
18 deemed unjust and confiscatory to impose a second, substantial penalty for the same
19 conduct. Defendants produced a substantial amount of policies aimed at wage and hour
20 compliance, including, but not limited to, an employee handbook, took corrective action
21 to start including additional remuneration when calculating the regular rate of pay for
22 overtime, and it did not appear that there was any widespread or significant complaints
23 lodged by employees during their tenure regarding Defendants' wage and hour practices.
24 As such, and anticipating the Court reducing available civil penalties, I believe this claim
25 has a potential value of \$46,980.00 to \$573,030.00.
- 26 j) Unfair competition. This claim is derivative of the other claims that have already been
27 valued under their direct cause of action. Accordingly, the damages available under this
28 cause of action were not independently valued.

1 10. Additional complicating factors affecting all claims included that Defendants had
2 entered into 71 arbitration agreements and 116 settlement agreements with putative Class Members
3 between April 2021 and July 2021 after litigation against them had been initiated. This further
4 complicated the litigation and prospect of maintaining class certification of the group as a whole.
5 Although I informed Defendants' counsel that we intended to formally challenge the enforceability of
6 the settlement and arbitration agreements, there is a significant risk that the Court would uphold the
7 agreements. Furthermore, I have reviewed the case law and even in those cases where Courts have
8 struck the waivers in such agreements and allowed putative class members to still participate in the
9 litigation, the amounts paid to putative class members are considered as offsets to any amounts
10 otherwise owed to them. *See, e.g., Cheverez v. Plains All Am. Pipeline, LP*, 2016 WL 861107, at *6
11 (C.D. Cal. 2016) ("Because double recovery is not permitted, the Court leaves open the possibility that
12 Defendants' total damages amount will be credited for payments they have already made pursuant to
13 the claims process"). Thus, we informed Defendants' counsel that while we would not agree to exclude
14 any individual who signed such agreements from this litigation, we would consider the amounts paid as
15 a potential offset of any amounts ultimately owed to them, consistent with the case law.

16 11. After considering the potential maximum value of the asserted claims, the risks and
17 perils of continued litigation, and the likely value to be recovered if Plaintiff was successful at
18 certification and trial, the \$650,000 Gross Settlement Amount represents a fair, reasonable, and
19 adequate settlement. As laid out above, the upper end of the expected range of recovery would likely
20 be approximately \$1,748,832.00. Thus, Plaintiff's proposed settlement secures approximately 37.2%
21 of the likely recovery. After deducting from the Gross Settlement Amount the proposed allocations for
22 attorneys' fees and costs, any Enhancement Payment to the Class Representative, Claims Administrator
23 Costs, and the 75% portion of the PAGA Payment to the LWDA, the Net Settlement Amount
24 (\$389,583.30) represents approximately 22.3% of the likely recovery in this matter. The average net
25 award is approximately \$1,162.93. The gross workweek value of this settlement is approximately
26 \$23.72 and the net workweek value of this settlement is approximately \$14.22. The range of possible
27 weeks worked by Class Members is one (1) to 234.57 (the entire Class Period). This translates to a
28 estimated settlement payment range of \$14.22 (minimum) and \$3,335.59 (maximum). I believe the

1 Agreement represents a reasonable compromise of claims based on the legal and factual disputes in this
2 case. The ability to secure a guaranteed settlement now and ensure all Class Members receive some
3 compensation, rather than proceed to further litigation and potentially recover nothing, was a
4 motivating factor in reaching this Agreement.

5 12. Included within the Gross Settlement Amount is \$104,000.00 Defendants previously
6 paid in connection with individual settlements they entered into with 116 putative Class Members from
7 April 2021 to July 2021 while this litigation was pending. This payment covered approximately 15,616
8 workweeks and equates to a net workweek value of approximately \$6.66. There are several reasons
9 why we included this amount into calculating the Gross Settlement Amount: 1) I felt that the amounts
10 paid to the individuals under these agreements did not sufficiently compensate them for the injuries
11 sustained and the rights released, so I would not agree to exclude them from the litigation; 2) to the
12 extent these putative Class Members were still able to participate in the litigation and a favorable
13 judgment was received, any amounts previously paid to them under the individual settlements would be
14 offset against what they were actually owed; 3) in order to avoid the 116 putative Class Members from
15 receiving a windfall under the Agreement when compared to putative Class Members who did not enter
16 into individual settlements, the amounts previously paid to the 116 putative Class Members needed to
17 be credited against what they would otherwise receive under the Agreement; 4) I believe this lawsuit
18 was a catalyst for the individual settlements, which would make those payments part of the overall
19 common fund created by this litigation and require the costs of litigation, including attorneys' fees and
20 costs, be spread out amongst all beneficiaries, not just those putative Class Members who did not sign
21 individual settlement agreements. *See Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 566 (2004);
22 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480, 503 (2016). Plaintiff's Counsel will file a motion
23 for attorneys' fees and costs in connection with any final approval proceedings. Any amounts not
24 awarded as fees and costs from the allocated amount will be distributed to Class Members on a pro rata
25 basis as part of the Net Settlement Amount.

26 13. I am a shareholder at Shimoda Law Corp. In agreeing to represent Plaintiff and take on
27 the case for all Class Members, I agreed to take this case on a contingency basis, meaning that I would
28 take a percentage of any settlement or judgment should we recover a monetary amount. I took a risk

1 that we would not recover any money in this matter if we were unsuccessful at trial. I also took on the
2 risk that the case may not be certified as a class action and/or be subject to an unfavorable summary
3 judgment ruling. However, I believe it is important to make sure employees are able to find affordable
4 representation in order to ensure that employers are complying with all their legal obligations towards
5 employees and paying employees all their hard-earned wages.

6 14. My law firm is a boutique law practice that focuses primarily in employment litigation,
7 emphasizing wage and hour litigation. I attended and graduated college from U.C. Davis, receiving a
8 Bachelor of Arts in Philosophy and the Departmental Citation for Academic Achievement in the
9 Philosophy program. I was one of only two recipients of this award out of the entire Philosophy
10 Department. After U.C. Davis, I attended the University of the Pacific, McGeorge School of Law,
11 graduating in 2011 and receiving a Juris Doctorate. I graduated in the top 20% of my class and was a
12 member of the Traynor Honor Society at McGeorge. Other academic achievements of mine include
13 receiving a Witkin Award (top grade) in my legal research and writing course, a Witkin Award in
14 complex civil litigation, being a member of the Dean's List from 2008 to 2011, being a Legislative
15 Staff Writer for the *McGeorge Law Review* from 2009–2010, being an Associate Comment Editor for
16 the *Pacific McGeorge Global Business & Development Law Journal* from 2010–2011, and being
17 selected as a Sacramento County Bar Association Diversity Fellow in 2009. I was also a member of
18 the Employment and Labor Law Society and an officer for the Latino Law Students Association from
19 2009 to 2010.

20 15. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
21 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Since 2017, I have
22 received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards.
23 From 2018 to present, I have been recognized as a Super Lawyer (Rising Star). In September 2018, I
24 was a panel speaker for the Sacramento County Bar Association Labor and Employment Law Section's
25 presentation of "*Epic Systems*, PAGA, and the Future of Employment Arbitration in California." In
26 July 2020, I was a panel speaker for the Association of Defense Counsel of Northern California &
27 Nevada presentation of "Class Actions and PAGA Claims." My practice focuses on complex civil
28 litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act

1 (“FLSA”) claims. I am actively involved in most all of the complex litigation handled by our firm.
2 Class and/or PAGA actions I have litigated or am currently litigating, including the instant case,
3 includes, but is not limited to, the following:

- 4 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 5 • *Adams-Anguy v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 6 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 7 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup.
8 Ct.);
- 9 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-
10 0012080 (San Joaquin Sup. Ct.);
- 11 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 12 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 13 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
14 Sup. Ct.);
- 15 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
16 Ct.);
- 17 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 18 • *Bershell v. Dignity Health Methodist Hospital Sacramento, et al.*, Case No. 34-2017-
19 0222269 (Sac. Sup. Ct.);
- 20 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
21 00271174 (Sac. Sup. Ct.);
- 22 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
23 Ct.);
- 24 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac.
25 Sup. Ct.);
- 26 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880
27 (Sac. Sup. Ct.);
- 28 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);

- 1 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
2 Ct.);
- 3 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 4 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
5 00209613 (Sac. Sup. Ct.);
- 6 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 7 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-
8 2017-00222101 (Sac. Sup. Ct.);
- 9 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 10 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup.
11 Ct.);
- 12 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 13 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 14 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup.
15 Ct.);
- 16 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac.
17 Sup. Ct.);
- 18 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 19 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 20 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 21 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup.
22 Ct.);
- 23 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 24 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup.
25 Ct.);
- 26 • *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup.
27 Ct.);
- 28 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);

- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

16. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

17. My partner, Galen T. Shimoda, Esq., also worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a

handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,

1 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized
2 as a Super Lawyer from 2014 to present.

3 18. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
4 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
5 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
6 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
7 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
8 Federal Courts, including up to certification, settlement, preliminary and final approval, and
9 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.
10 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
11 include the following:

- 12 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 13 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 14 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 15 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 16 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 17 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 18 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 19 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 20 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
21 Sup. Ct.);
- 22 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 23 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
24 Ct.);
- 25 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
26 Ct.);
- 27 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
28 Sup. Ct.);

- 1 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 2 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 3 Ct.);
- 4 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 5 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 6 00209613 (Sac. Sup. Ct.);
- 7 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 8 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 9 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 10 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 11 (San Joaquin Sup. Ct.);
- 12 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 13 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 14 Sup. Ct.);
- 15 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 16 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 17 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 18 Sup. Ct.);
- 19 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 20 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 21 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 22 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 23 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 24 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 25 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 26 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 27 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 28 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);

- 1 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 2 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 3 Sup. Ct.);
- 4 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 5 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 6 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 7 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 8 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 9 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 10 00082201 (Sac Sup. Ct.);
- 11 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 12 Sup. Ct.);
- 13 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 14 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 15 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 16 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 17 Sup. Ct.);
- 18 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- 19 • *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- 20 • *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- 21 • *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

22 19. The preceding list of cases does not include those where, for a variety of reasons, the
23 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
24 of the case.

25 20. My associate, Jessica L. Hart, Esq., also worked with me on this matter and was critical
26 in assisting with all aspects of the litigation of this case. Ms. Hart graduated from the University of
27 California Davis School of Law. Prior to joining Shimoda Law Corp., Ms. Hart worked alongside a
28 number of attorneys in the Sacramento area focusing almost exclusively on plaintiff's side litigation

1 and employment law. Since joining my firm, Ms. Hart has worked on a variety of individual, class
2 action, and Private Attorneys General Act cases involving wage and hour claims. As an associate,
3 some of the class action and/or PAGA cases Ms. Hart is litigating and/or has litigated as include the
4 following:

- 5 • *Afoa v. Milestone Retirement Communities, LLC, et al.*, Case No. 34-2020-00282555
6 (Sac. Sup. Ct.);
 - 7 • *Cota v. Milestone Management (CA) – Meadows, LLC*, Case No. 34-2020-00280648
8 (Sac. Sup. Ct.);
 - 9 • *Coy v. Southern Home Care Services, Inc., et al.*, Case. No. 2:21-CV-00067-JAM-CKD
10 (E.D. Cal.);
 - 11 • *Dreyer v. Automation Anywhere, Inc.* Case. No 20CV372730 (Santa Clara Sup. Ct.);
 - 12 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
13 (San Joaquin Sup. Ct.);
 - 14 • *Fang v. Interpress Technologies, Inc.* Case. No. 34-2021-00292937 (Sac. Sup. Ct.);
 - 15 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
 - 16 • *Garcia v. Aquality Water Management, Inc.* Case No. 34-2021-00292794 (Sac. Sup.
17 Ct.);
 - 18 • *Hawkins v. Twitch Interactive, Inc.*, Case No. 34-2020-00281761 (Sac. Sup. Ct.);
 - 19 • *Hussaini v. Integrated Resources, Inc, et al.*, Case. No. 34-2021-00297152 (Sac. Sup.
20 Ct.);
 - 21 • *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation, et al.*, Case. No.34-2020-
22 00290072 (Sac. Sup. Ct.);
 - 23 • *Leon v Golden Bay Fence Plus Iron Works, Inc., et al.*, Case No. STK-CV-UOE-2021-
24 0000543 (San Joaquin Sup. Ct.);
 - 25 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
 - 26 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954
27 (Sac. Sup. Ct.);
- 28

- 1 • *Madrigal Vargas v. Mary Ann's Baking Co., Inc.*, Case No. 2:21-CV-00320-JAM-JDP
- 2 (E.D. Cal.);
- 3 • *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin
- 4 Sup. Ct.).
- 5 • *Perez v. Too Infinity Management, LLC, et al.*, Case No. 34-2020-00285276 (Sac. Sup.
- 6 Ct.);
- 7 • *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup.
- 8 Ct.);
- 9 • *Valentin v Sacramento Laundry Company, Inc.* Case.No. 34-2019-00270987 (Sac. Sup.
- 10 Ct.); and
- 11 • *Whiteside v. SPSG Partners, et al.*, Case. No. 2:20-cv-01643-TLN-DMC (Sac. Sup. Ct.);

12 21. The preceding list of cases does not include those where, for a variety of reasons, the
13 case was initially filed as a class and/or PAGA action, but did not maintain that status through the end
14 of the case.

15 22. In connection with any final approval hearing, I will file a motion seeking attorneys'
16 fees and costs, a Class Representative Enhancement Payment, and Claims Administrator Costs as set
17 forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund
18 doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25,
19 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston &*
20 *Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested
21 amounts will be set forth in the fee motion. The expected costs through final approval are not expected
22 to exceed \$15,000. Attached as Exhibit D is a true and correct copy of the costs incurred prior to the
23 filing of this Motion and the expected costs incurred through the final approval and fairness hearing.
24 Any difference in the awarded fees and costs, Class Representative Enhancement Payment, and Claims
25 Administrator Costs and the amounts allocated therefor under the Agreement will be added back to the
26 Net Settlement Amount and distributed pro rata to Class Members.

27 23. I have used several class action administrator companies in the wage and hour class
28 actions I have resolved in the past and believe Simpluris, Inc. will provide the best service to administer
the proposed class settlement. We received several bids to administer the proposed class settlement and

1 Simpluris, Inc.'s bid was the lowest, approximately \$8,500. A true and correct copy of a cost estimate
2 provided by Simpluris, Inc. is attached as Exhibit C to the declaration of Eric Springer along with
3 information demonstrating Simpluris, Inc.'s competency to perform the role of Claims Administrator.
4 The difference between the actual, lesser costs and \$10,000, if any, will be paid to the participating
5 Class Members on a pro rata basis.

6 24. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
7 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
8 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
9 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
10 Exhibit H.

11 25. I believe that Capital Pro Bono, Inc., and the Center for Workers Rights would be
12 excellent choices for *cy pres* beneficiaries in this matter. I have volunteered for both organizations
13 numerous times over the past several years, either directly in the advice clinics or by presenting
14 seminars on wage and hour laws for law students seeking to also volunteer at advice clinics. I have also
15 volunteered by sitting on Capital Pro Bono, Inc.'s advisory committee. I have witnessed firsthand the
16 quality service and attention these entities provide to individuals in need of employment law advice and
17 representation at the California Labor Commissioner. I believe the services they provide directly
18 support and promoted the purposes underlying this lawsuit. I do not receive any compensation, whether
19 direct or indirect, for my time spent volunteering for these entities or for designating them as *cy pres*
20 beneficiaries.

21 26. I am not aware of any other litigation involving Defendants other than this case and the
22 two cases identified in Defendants' filed Notice of Related Cases: *Beck v. Rancho Family Medical*
23 *Group, Inc., et al.* (Riverside Case No. CVR12102912), and *Beck v. Rancho Family Medical Group,*
24 *Inc., et al.* (Riverside Case No. CVSW2105916). Since receiving this notice, I have searched the
25 LWDA's Online PAGA Case Search system and the *Beck* case appears as a potentially outstanding case.
26 I have inquired with members of my firm and as far as we are aware these and our case represent the
27 entire universe of cases currently pending against Defendants.
28

27. A true and correct copy of the proposed Notice of Settlement is being filed with this Motion as Exhibit E.

28. A true and correct copy of the proposed Request For Exclusion Form is being filed with this Motion as Exhibit F.

29. A true and correct copy of the proposed Objection Form is being filed with this Motion as Exhibit G.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of October 2021 in Elk Grove, California.


Justin P Rodriguez

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Jessica L. Hart (Cal. State Bar No. 331441)
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Attorneys for Plaintiff SARA FRANCO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF SARA FRANCO IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

I, Sara Franco, declare:

1. I am a competent adult, I have personal knowledge of the facts set forth in this declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

2. I worked for Defendants Rancho Family Medical Group, Inc., and Rancho Health MSO, Inc., ("Defendants") from approximately September 2017 through March 11, 2021, as a non-exempt employee receiving an hourly wage. I was subject to all of Defendants' policies and practices that have been alleged as unlawful in the Complaint and the notice sent to the Labor and Workforce Development Agency, including the failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, and violation of Labor Code section 558.

3. I have actively participated in the litigation of this case. I have given a detailed account of all the facts related to my employment and the claims asserted in the Complaint. I provided extensive documentation in support of the claims brought against Defendants including paystubs, Defendants' policies, and other documents related to my work with Defendants and to the claims brought in the class action. I met with and assisted my attorneys Galen T. Shimoda and Justin P. Rodriguez in understanding the documents and providing context for Defendants' payroll process as it applied to me and how I believed it applied to Defendants' other employees.

4. My attorneys explained to me the risks and benefits of bringing a class action and a claim under the Private Attorneys General Act. I understood that I took on the risk, both professionally and financially, in pursuing the case as a class and representative action rather than pursuing my claims individually. I understood that pursuing the case as a class action meant that it would take substantially longer than pursuing a claim with the California Labor Commissioner and that I risked getting nothing in the end, but I believed it was important to make sure that Defendants followed the law for everyone.

5. I maintained communication with my attorneys throughout the litigation, discussing the facts and policies at issue in the case with them. I asked questions when I needed clarification about various aspects of this case to make sure there were continually steps taken to advance the interests of the class. I also understood that the recovery in this case was for the benefit of my fellow coworkers,

1 not just for me. When my attorneys contacted me asking about more information or documents related
2 to the case, I made myself available and tried to give or obtain any additional information I could. I
3 participated in the negotiations and settlement discussions in this case, including participating in
4 mediation by phone, speaking with my attorney to answer questions, provide any additional
5 information needed to assist the negotiations, and discussing the potential terms of the Agreement to
6 evaluate its adequacy.

7 6. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and
8 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe
9 the settlement terms and allocations are fair and reasonable given the facts of the case.

10 7. As a Class Representative, I took on the risk of having to pay Defendants' costs if we
11 were unsuccessful in bringing our claims.

12 8. I understand that any Class Representative Enhancement Payment I may receive is for
13 my participation as a Class Representative and it is not contingent on my support or approval of the
14 Agreement. I do not believe I have any conflicts with any Class Members.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 19 of October 2021 in Murrieta, California.

DocuSigned by:

Sara Franco

CFAP83C03177491...
Sara Franco

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
3 9401 East Stockton Boulevard, Suite 120
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5

6 Attorneys for Plaintiff SARA FRANCO
individually and on behalf of similarly situated employees
7

8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
of all other similarly situated employees,
12

13 Plaintiff,

14 vs.

15 RANCHO FAMILY MEDICAL GROUP,
16 INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,
18

19 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF HEATHER TIFFEE ON
BEHALF OF CAPITAL PRO BONO, INC.
(PROPOSED CY PRES BENEFICIARY)
REGARDING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 I, Heather Tiffie, hereby declare:

2 1. That I am an attorney at law, licensed to practice in the State of California, and am the
3 Managing Attorney of Capital Pro Bono ("CPB"). I have held this position since September 2020. In
4 that capacity, I oversee all client services and the operations of CPB.

5 2. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
6 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
7 primarily through the use of volunteer attorneys. Our formal service area includes Sacramento, Yolo,
8 San Joaquin, El Dorado and Placer counties, however we also regularly provided assistance, whether in
9 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
10 Sutter, Yuba, and Stanislaus counties. We changed our name in 2020 from Voluntary Legal Services
11 Program of Northern California ("VLSP") to Capital Pro Bono in 2020. CPB has been the recipient of
12 *cy pres* funds from several jurisdictions in the State of California pursuant to California Code of Civil
13 Procedure section 384.

14 3. If CPB is approved as a *cy pres* beneficiary, any funds received will be exclusively
15 dedicated to our Employment Law Clinic and Advice Line project, which assists the indigent with legal
16 matters related to their current or former employment. This assistance regularly includes, but is not
17 limited to, free legal advice regarding claims for unpaid wages, failure to provide meal and rest periods,
18 failure to pay reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance
19 with legal forms, and direct representation in administrative hearings, including administrative hearings
20 in front of the California Labor Commissioner for unpaid wages. We have a staff attorney and clinic
21 coordinator who provide assistance, along with experienced employment law attorney volunteers.

22 4. These services have been a focus of our Employment Law Clinic and Advice Line
23 project since its inception with VLSP and continuing through today under CPB. I believe these
24 services promote the law consistent with the objective of wage and hour class actions in general and in
25 this case specifically.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 13th of October 2021 in Roseville, California.
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7 Heather Tiffie
8 Managing Attorney
9 Capital Pro Bono
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Attorneys for Defendants
RANCHO FAMILY MEDICAL GROUP, INC.
AND RANCHO HEALTH MSO, INC.

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL CENTER,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. CVRI2102264

CLASS ACTION

**DECLARATION OF YESENIA GALLEGOS
REGARDING PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

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1 5. On September 16, 2021, Defendants filed a Notice of Related Case in the Beck Class
2 Action. Further, on September 29, 2021, Defendants filed their Answer to the Complaint asserting all
3 applicable defenses – including accord and satisfaction (settlement and release)..

4 6. On December 13, 2021, this Court is scheduled to hold an initial case management
5 conference in the Beck Class Action.

6 7. The second case, *Beck v. Rancho Family Medical Group, Inc., et al.* (Riverside Superior
7 Court Case No. CVSW2105916), was filed by Megan Beck on July 12, 2021. It is pending currently
8 before Honorable Angel M. Bermudez, Department S302 of the Riverside County Superior Court. Like
9 the Beck Class Action, the second matter was filed on behalf of Beck by her attorney Edwin Aiwarzian.
10 In the action, Beck, on behalf of the State of California, seeks civil penalties for violations of the
11 California Labor Code allegedly suffered by Beck and all other hourly-paid or non-exempt employees
12 who worked for Defendants within the state of California at any time during the one year and sixty-five
13 (65) days preceding the filing of the lawsuit (*i.e.* May 8, 2020) through final judgment (“Beck PAGA
14 Representative Action”).

15 8. The Beck PAGA Representative Action involves the same Defendants and the same
16 allegedly aggrieved employees at issue in this Franco Class and Representative Action. Accordingly, the
17 Beck PAGA Representative Action is related to this first-filed Franco Class and Representative Action.

18 9. Defendants filed a Notice of Related Case in the Beck PAGA Representative Action on
19 September 14, 2021, a counter complex designation on September 29, 2021, and timely answered and
20 asserted all applicable defenses – including settlement and release – on October 4, 2021.

21 10. The honorable Angel M. Bermudez is scheduled to hold the following
22 conferences/hearings in the Beck PAGA Representative Action in Department S302 of the Riverside
23 County Superior Court: (1) on October 25, 2021, at 8:30 a.m., he will hold a status hearing regarding its
24 complex case designation pursuant to Local Rule 3160; and (2) on January 10, 2022, at 8:30 a.m., he
25 will hold a case management conference.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 19 day of October 2021 in Los Angeles, California.

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6 Yesenia Gallegos
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Galen T. Shimoda (Cal. State Bar No. 226752)
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Attorneys for Plaintiff SARA FRANCO
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. CVRI2102264

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

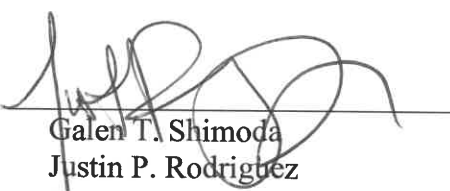
FAC Filed: July 7, 2021

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Plaintiff's Itemized Costs
E	Proposed Notice of Settlement
F	Proposed Request for Exclusion Form
G	Proposed Objection Form
H	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: October 19, 2021

Shimoda Law Corp.

By: 

Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Attorneys for Plaintiff

EXHIBIT A

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Attorneys for Plaintiff SARA FRANCO individually
and on behalf of similarly situated employees

Yesenia Gallegos (Cal. State Bar No. 231852)
Marjorie Soto (Cal. State Bar No. 313290)
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Los Angeles, CA
90067-3206
Phone: 310-788-4199

Attorneys for RANCHO FAMILY MEDICAL GROUP, INC.,
and RANCHO HEALTH MSO, INC.

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SARA FRANCO, individually and on behalf of
all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware Corporation;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: CVRI2102264

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Sara Franco, on behalf of herself, the Labor and Workforce
3 Development Agency through Sara Franco as an authorized representative under the Private Attorneys
4 General Act, Aggrieved Employees, and Defendants Rancho Family Medical Group, Inc., and Rancho
5 Health MSO, Inc. This Agreement is subject to the terms and conditions set forth below and the approval
6 of the Court.

7 **1. DEFINITIONS**

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

9 1.1 "Action" means the above stated lawsuit, *Franco v. Rancho Family Medical Group, Inc.*,
10 *et at.*, Riverside County Superior Court, Case No. CVRI2102264, filed May 10, 2021.

11 1.2 "Aggrieved Employee(s)" means all non-exempt employees who have or continue to work
12 for Defendants in California during the PAGA Claim Period.

13 1.3 "Agreement" or "Settlement" or "Settlement Agreement" means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 "Claim Amount" means an individual Qualified Claimant's and Aggrieved Employee's
16 allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.21,
17 1.26, 5.5, and 5.8.

18 1.5 "Claims Administrator" means and refers to Simpluris, Inc., the third-party entity that will
19 administer the Agreement as outlined in Sections 4 and 7, or any other third-party class action settlement
20 claims administrator agreed to by the Parties and approved by the Court for the purposes of administering
21 this Agreement. The Parties each represent that they do not have any financial interest in the Claims
22 Administrator or otherwise have a relationship with the Claims Administrator that could create a conflict
23 of interest.

24 1.6 "Claims Administrator Costs" means the fees and expenses reasonably incurred by the
25 Claims Administrator as a result of the procedures and processes expressly required by this Agreement,
26 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
27 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs and fees
28 associated with preparing, issuing and mailing any and all notices and other correspondence to Class

Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees associated with computing, processing, reviewing, and paying the Claim Amounts, and resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any, and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering Claim Amounts; and any other costs and fees incurred and/or charged by the Claims Administrator in connection with the execution of its duties under this Agreement.

1.7 "Class Counsel" means Galen T. Shimoda, Justin P. Rodriguez, and Jessica L. Hart, of the Shimoda Law Corp.

1.8 "Class Member(s)" means all non-exempt employees who have or continue to work for Defendants. The estimated number of Class Members is 355.

1.9 "Class Period" means from May 10, 2017, up to either (1) the Preliminary Approval Date, or (2) November 7, 2021, whichever is earlier.

1.10 "Class Representative" means Plaintiff Sara Franco.

1.11 "Complaint" means the operative Complaint on file in the Action with the Court.

1.12 "Court" means the Riverside County Superior Court.

1.13 "Defendants" means Rancho Family Medical Group, Inc., and Rancho Health MSO, Inc.

1.14 "Defendants' Counsel" means Yesenia Gallegos and Marjorie Soto of McDermott Will & Emery LLP.

1.15 "Defendants' Offset" means a \$104,000 reduction to the Gross Settlement Amount, derived from prior payments to approximately 116 putative class members.

1.16 "Effective Date" means the day the Court files a signed order granting final approval of this Agreement unless there is a timely objection lodged that has not later been withdrawn, in which case the effective date will be either (a) the 60th calendar day after a signed order granting final approval of this Agreement has been filed provided no motion to vacate the judgment, appeal, writ or other appellate

proceeding having been filed; or (b) the seventh (7th) calendar day after any motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the Agreement has been finally dismissed with no material change to the terms of this Agreement and there is no right to pursue further remedies or relief, whichever is later.

1.17 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representative in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Claim Amount paid to the Class Representative as a Qualified Claimant.

1.18 “Final Approval Date” means the date a signed order granting final approval of this Agreement is filed with the Court.

1.19 “Gross Settlement Amount” is the sum of Six-Hundred and Fifty Thousand Dollars (\$650,000), subject to Defendants’ Offset as set forth in Sections 1.15 and 5.8 when allocating amounts due to individual Qualified Claimants. This Gross Settlement Amount excludes Defendant’s tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Qualified Claimants that are allocated as wages under the Agreement, which will be paid in addition to the Gross Settlement Amount.

1.20 “LWDA” means the California Labor and Workforce Development Agency.

1.21 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for distribution to Qualified Claimants, as described in this Agreement, after deduction of Plaintiff’s attorneys’ fees and litigation costs, Claims Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.22 “Notice of Settlement” means the document substantially in the form attached hereto as Exhibit 1.

1.23 “Notice Period” means forty-five (45) calendar days from the initial mailing of the Notice of Settlement, Request for Exclusion Form, and Objection Form to Class Members and Aggrieved Employees.

1.24 “Objection Form” means the document substantially in the form attached hereto as Exhibit 2.

1 1.25 "PAGA" means Private Attorneys General Act of 2004, California Labor Code §§ 2698,
2 *et seq.*

3 1.26 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards
4 resolving claims under the PAGA.

5 1.27 "PAGA Claim Period" means from April 29, 2020 up to either (1) to the Preliminary
6 Approval Date or (2) November 7, 2021, whichever is earlier.

7 1.28 "Parties" mean Defendants and Plaintiff.

8 1.29 "Plaintiff" means Sara Franco.

9 1.30 "Preliminary Approval Date" means the date a signed order granting preliminary approval
10 of this Agreement is filed with the Court.

11 1.31 "QSF" means a Qualified Settlement Fund set up by the Claims Administrator for the
12 benefit of the Qualified Claimants and/or Aggrieved Employees and from which the payments under this
13 Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement shall remain
14 the property of Defendants until the payments required under the Agreement are made.

15 1.32 "Qualified Claimant" means Plaintiff and any and all Class Members who have not made
16 any timely request to opt-out of the Agreement.

17 1.33 "Qualified Claimant's Released Claims" means any and all claims, debts, liabilities,
18 demands, obligations, costs, expenses, attorneys' fees, damages, and/or causes of action (whether
19 contingent or accrued) that are asserted in the Complaint and any additional wage and hour claims that
20 could have been brought based on the facts alleged in the operative Complaint, through the Class Period,
21 including, without limitation claims for (1) failure to pay overtime, (2) failure to pay minimum wages, (3)
22 meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties,
23 (7) unreimbursed business expenses, (8) failure to pay regular rate of pay for overtime, paid sick leave,
24 and meal premiums (including the calculation of shift differentials, pay stipends, and bonuses into the
25 regular rate of pay), (9) unfair competition based thereon, and (10) a claim for civil penalties under the
26 PAGA based thereon. This release excludes the release of claims not permitted by law. The Qualified
27 Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance
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benefits. This release will cover all Class Members who do timely submit the Request for Exclusion Form opting out of the Settlement.

1.34 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendants’ records.

1.35 “Released PAGA Claims” means any and all claims that were brought under the PAGA based on the facts or claims alleged in the Action during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

1.36 “Released Parties” means Defendants, as well as Defendants’ officers, shareholders, directors, agents, employees, attorneys, and insurers.

1.37 “Request for Exclusion Form” means the document substantially in the form attached hereto as Exhibit 3.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about April 29, 2021, Plaintiff sent notice to the LWDA to exhaust administrative remedies under the PAGA for 1) violations of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages); 2) violations of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages); 3) violations of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); 4) violations of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); 5) violations of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements); 6) violations of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages); 7) violations of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses); 8) violations of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order);

9) violations of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and 10) violations of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave).

2.2 The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorneys General on all alleged PAGA claims.

2.3 On or about May 10, 2021, Plaintiff filed a class action Complaint in Riverside County Superior Court on behalf of herself and Class Members alleging claims for 1) Failure to Pay Overtime Wages; 2) Failure to Pay Minimum Wages; 3) Meal Period Violations; 4) Rest Period Violations; 5) Wage Statement Violations; 6) Waiting Time Penalties; 7) Failure to Reimburse Expenses; and 8) Unfair Competition. Plaintiff filed a First Amended Complaint on approximately July 7, 2021 to add a PAGA cause of action based on the violations alleged in the April 29, 2021 notice to the LWDA on behalf of herself and Aggrieved Employees.

2.4 Through informal discovery, Defendants and Defendants' Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, payroll information for Aggrieved Employees and Class Members including, but not limited to, the number of workweeks and pay periods at issue within the Class Period and PAGA Claim Period, dates of employment, total number of Class Members and Aggrieved Employees, average rates of pay, and timecard data and payroll reports for a randomly selected sample of Class Members and Aggrieved Employees.

2.5 After Class Counsel received and analyzed the data, they participated in a lengthy mediation with private mediator Lisa Klerman on September 8, 2021. At the conclusion of the mediation, the Parties were able to come to a resolution on essential terms, which was further memorialized and detailed through this Agreement. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

2.6 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document productions, extensive legal analysis, the provision of information by Defendants to Class Counsel and the detailed analysis of the records, including expert analysis, have permitted each side to assess the relative merits of the claims and the defenses to those claims.

2.7 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to correctly incorporate the value of the non-discretionary remuneration, such as, but not limited to, shift differentials, pay stipends, and bonuses into Class Member's and Aggrieved Employees' regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick pay; 2) failing to provide meal and rest periods in compliance with California law due to understaffing and workflow issues, or pay premiums in lieu thereof; 3) failing to pay employees for all hours worked due their failure to pay for time employees spent waiting to clock into work; 4) failing to pay reimbursements for business-related cell phone use; and 5) failing to accurately itemize the hours and wages earned on paystubs issued to Class Members and Aggrieved Employees. The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations. Defendants have denied each of Plaintiff's claims and Defendants have denied that this Action is appropriate for class certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

2.8 Plaintiff and Class Counsel recognize the expense and length of continued protracted litigation necessary to litigate Plaintiff's disputes in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable, and is in the best interests of all Class Members.

2.9 Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have been, and unless this Settlement is completed, will continue to be devoted to the defense of the Plaintiff's claims.

1 Defendants have also taken into account the risks of further litigation in reaching its decision to enter into
2 this Settlement. Even though Defendants continue to contend that it is not liable for any of the claims set
3 forth by Plaintiff in this Action, Defendants have agreed, nonetheless, to settle in the manner and upon the
4 terms set forth in this Agreement to put to rest the claims in this Action. Defendants have claimed and
5 continue to claim that the Released Claims have no merit and do not give rise to liability. This Agreement
6 is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to
7 herein, and no action taken to carry out this Agreement, may be construed or used as an admission by or
8 against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend
9 that they have complied with all applicable state, federal, and local laws.

10 2.10 The Parties agree that the above-described investigation and evaluation, as well as
11 discovery and the information exchanged to date, are more than sufficient to assess the merits of the
12 respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class
13 Counsel, Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be
14 settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense,
15 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
16 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
17 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement is a
18 fair, reasonable, and adequate compromise of the disputed claims in light of all known facts and
19 circumstances and warrants approval by the Court.

20 3. THE CONDITIONAL NATURE OF THIS AGREEMENT

21 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose
22 of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
23 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
24 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
25 conditional basis. If the Court does not enter an order granting final approval of the Agreement, or if the
26 Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement
27 shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or
28 utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain

1 subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence
2 408, and any other analogous rules of evidence that may be applicable.

3 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
4 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
5 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
6 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
7 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
8 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
9 any and all other potential defenses or privileges.

10 **4. SCOPE OF THE CLASS**

11 4.1 The scope of the class of individuals encompassed under the Agreement, who are entitled
12 to all benefits as authorized under the Agreement and subject to all obligations and duties required under
13 the Agreement, shall include all Class Members as defined in Section 1.8 and all Aggrieved Employees
14 as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely
15 Request for Exclusion Forms, as set forth in Section 7.5.1.

16 4.2 Individuals entitled to recover under this Agreement will include only those individuals
17 who are identified as being within the scope of this Agreement under Section 4.1.

18 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
19 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
20 did not appear on the class list provided to the Claims Administrator prior to mailing, may submit a data
21 request to the Claims Administrator. The data request must contain all of the following information: (a)
22 the individual's full name and the last four digits of their Social Security Number; (b) the name used by
23 such employee at the time his or her employment with Defendants ended, if different from the name
24 provided under (a); (c) the dates during which the individual was employed by Defendants; and (d) a
25 return address to which a response may be sent. Every data request must be postmarked on or before the
26 conclusion of the Notice Period or otherwise submitted to the Claims Administrator such that it is received
27 before the conclusion of the Notice Period. Upon receipt of any data requests, the Claims Administrator
28

1 shall promptly (in no event more than two business days) transmit the data requests to Defendants'
2 Counsel and request that Defendants review their records.

3 4.4 If Defendants do agree that the person listed in a data request is a Class Member and/or
4 Aggrieved Employee, the Claims Administrator shall promptly mail a Notice of Settlement, Request for
5 Exclusion Form, and an Objection Form to the person who submitted the data request, at the address
6 designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of
7 Settlement, Request for Exclusion Form, and Objection Form shall apply to Notice of Settlement, Request
8 for Exclusion Form, and Objection Form sent in response to data requests, and any person who submits a
9 data request and is sent a Notice of Settlement, Request for Exclusion Form, and Objection Form in
10 response shall be treated by the Claims Administrator as a Class Member and/or Aggrieved Employee for
11 all other purposes.

12 4.5 If Defendants disagree that the person listed in a data request is a Class Member and/or
13 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute
14 in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
15 dispute. Defendants' records shall control unless the individual submitting the data request provides
16 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
17 Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator. The
18 Claims Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
19 the dispute. The Claims Administrator must resolve any dispute submitted to it within seven (7) calendar
20 days after Defendants' Counsel and Class Counsel submit the dispute to the Claims Administrator. The
21 decision by the Claims Administrator shall be final and there shall be no right of appeal.

22 **5. TERMS OF THE SETTLEMENT**

23 The Parties agree as follows:

24 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
25 Section 6, Defendants shall pay the Gross Settlement Amount (\$650,000), subject to any and all reductions
26 as set forth in this Agreement, including Defendants' Offset as set forth in Sections 1.15 and 5.8. Funding
27 of the Gross Settlement Amount shall occur within twenty-one (21) days after the Final Approval Date to
28 be held in trust in a QSF by the Claims Administrator. The Gross Settlement Amount includes payments

to Qualified Claimants, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Claims Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (e.g. employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Qualified Claimants will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of one-third (1/3) of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the one-third (1/3) threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$15,000 threshold. The Claims Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

5.3 Claims Administrator Costs: The Claims Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the allocated \$10,000 shall be added to the Net Settlement Amount.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement Payment to the Class Representative in an amount not to exceed Seven Thousand and Five Hundred Dollars (\$7,500) to compensate for the risks, time, and expense of her involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Claim Amount Plaintiff would otherwise be due under the Agreement as a Qualified Claimant. Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment to the Class Representative so long as it does not exceed the amount stated herein. The Enhancement

Payment will be designated as a non-wage payment and reported on an IRS Form 1099. In the event that the Court awards less than the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

5.5 PAGA Payment: Fifteen Thousand Dollars (\$15,000) of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a *pro rata* basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Qualified Claimants on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Qualified Claimants and/or Aggrieved Employees that were not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc. and the Center for Workers Rights. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

5.7 No Additional Benefits Contributions: All Claim Amounts paid to Qualified Claimants and Aggrieved Employees shall be deemed to be income solely in the year in which such amounts were actually received. It is expressly understood and agreed that the receipt of such Claim Amounts will not entitle any Qualified Claimant or Aggrieved Employee to any new or additional compensation or benefits under any company bonus or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Qualified Claimant Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching benefits, or deferred compensation benefits. It is the intent of this Agreement that the Claim Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Qualified Claimants and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not require the submission of a claim form. A Net Settlement

Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA Payment. To the extent a Class Member's or Aggrieved Employee's short duration of employment resulted in Qualifying Workweeks is some fraction less than one (1) total Qualifying Workweek, their Qualifying Workweek number shall be rounded up to equal one (1) Qualifying Workweek. Each Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. During the Action, Defendants paid Defendants' Offset to an estimated 116 Class Members who agreed to sign a release in exchange for consideration based on the number of workweeks in which they worked during the Class Period. Any payment due to one of these individuals based on the allocation formula for the Net Settlement Amount set forth above will be offset by the amount previously paid under Defendants' Offset to that individual. To the extent the amount owed to a Qualified Claimant would be less than the amount actually paid through Defendants' Offset, Defendants will not be able to recover that amount paid to the Qualified Claimant or offset that amount against payment to other Qualified Claimants. Nonetheless, to the extent the calculation of the Claim Amount (including the Defendants' Offset) results in an amount less than the equivalent of one workweek, that Qualified Claimant shall receive an allocation of one (1) Qualifying Workweek.

5.9 Tax Allocation: The Parties recognize that the Claim Amounts to be paid to Qualified Claimants and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Claims Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Qualified Claimants as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Claim Amounts to Qualified Claimants and Aggrieved Employees are as follows:

1 5.9.1 Twenty Percent (20%) of each Qualified Claimants' Claim Amount shall be
2 allocated for payment of disputed wages and shall be subject to required employer taxes. Qualified
3 Claimants shall receive an IRS Form W-2 for reporting of this portion of their Claim Amount.

4 5.9.2 Eighty Percent (80%) of each Qualified Claimants' Claim Amount shall be
5 allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This
6 portion of the Claim Amount consists of other income, not wages, for which the Qualified Claimants shall
7 receive an IRS Form 1099-MISC.

8 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
9 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
10 for any taxes. This portion of the Claim Amount consists of other income, not wages, for which the
11 Aggrieved Employees shall receive an IRS Form 1099-MISC.

12 5.10 Qualified Claimants and Aggrieved Employees shall be solely responsible for the reporting
13 and payment of their share of any federal, state and/or municipal income or other taxes on payments made
14 pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and
15 harmless from any claims resulting from treatment of such payments as non-taxable, including the
16 treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.
17 No party has made any representation to any of the other Parties as to the taxability of any payments
18 pursuant to this Agreement, including the payments to Qualified Claimants, the payments to Aggrieved
19 Employees, the payments to Class Counsel, the payments to the Class Representative, the payroll tax
20 liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and
21 non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this
22 Agreement.

23 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
24 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
25 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
26 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount,
27 unless expressly provided otherwise herein. However, in the event this agreement is deemed null and
28 void as described in Section 3 because the Court, in its independent determination, finds that the

1 Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be
2 equally responsible for the costs of the Claims Administrator incurred between the date the Agreement
3 was executed and the date of such event.

4 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
5 only, certification of the class as defined in Section 1.8 and 4.1 is appropriate and the requisites for
6 establishing class certification have been met and are met.

7 5.13 Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes
8 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
9 Aggrieved Employees.

10 **6. RELEASE**

11 6.1 Release of Claims by Qualified Claimants: Upon the Effective Date, all Qualified
12 Claimants will be deemed to fully, finally and forever release Qualified Claimant's Released Claims as to
13 all Released Parties. In addition, on the Effective Date, all Qualified Claimants and their successors in
14 interest will be permanently enjoined and forever barred from prosecuting any of Qualified Claimant's
15 Released Claims against any of the Released Parties.

16 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
17 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
18 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
19 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
20 Claims against any of the Released Parties.

21 6.3 Upon the Effective Date, in addition to Plaintiff's waiving of the Qualified Claimant's
22 Released Claims, Plaintiff will also expressly waive all rights and benefits under the terms of section 1542
23 of the California Civil Code with respect to those claims. Section 1542 reads:

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

27 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full and
28 complete release and discharge, Plaintiff expressly acknowledges that this Settlement is intended to

1 include in its effect, without limitation, all Qualified Claimant's Released Claims which Plaintiff does
2 not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement
3 contemplates the extinguishment of all such claims with respect to her.

4 **7. SETTLEMENT ADMINISTRATION**

5 7.1 Duties of Claims Administrator: The Claims Administrator shall be responsible for: 1)
6 receiving Class Member and Aggrieved Employee contact information and confirming addresses are
7 valid; 2) calculating estimated Claim Amounts and any and all taxes associated with the Claim Amounts,
8 including Employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members
9 and Aggrieved Employee whose address or contact information as provided to the Claims Administrator
10 is inaccurate or outdated and mailing the Notice of Settlement, Request for Exclusion Form, and Objection
11 Form to Class Members; 4) maintaining a web address where Class Members and Aggrieved Employees
12 may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any
13 other documents required by the Court; 5) providing notification to the appropriate state and federal
14 officials of this Agreement where required under the law; 6) receiving, independently reviewing, and
15 resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class
16 Members or Aggrieved Employees, including any associated documentation, regarding their Qualified
17 Workweek calculations; 7) receiving and serving on Class Counsel, Defendants' Counsel, and the Court,
18 copies of any Request for Exclusion Form or Objection Forms submitted by Class Members; 8)
19 establishing a toll free telephone line and responding to inquiries and requests for information or assistance
20 from Class Members and/or Aggrieved Employees; 9) maintaining a QSF; 10) determining and paying
21 the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs,
22 awarded attorneys' fees and costs, Claims Administrator Costs, PAGA Payment, taxes, any Enhancement
23 Payments, and for funds that cannot be distributed due to the inability to locate Class Members or
24 Aggrieved Employees; 11) determining the validity of any disputes or late Request For Exclusion Forms
25 by previously unidentified Class Members or Aggrieved Employees; 12) paying any residual funds from
26 uncashed checks; 13) reporting to Class Counsel and Defendants' Counsel regarding the statistics of the
27 administration, including (a) the number of initial Notice of Settlement, Request for Exclusion Forms, and
28 Objection Forms mailed; (b) the number of forwarded mailings; (c) the number of re-mailed Notice of

Settlement, Request for Exclusion Forms, and Objection Forms; (d) the number of total undeliverable mailings; (e) the number of address traces performed for undeliverable mailings; (f) the number of mailings undeliverable from traced addresses; (g) the number of total Objection Forms received; (h) the number of Request for Exclusion Forms received; (i) the number of disputes received; (j) the number of disputes resolved; 14) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 15) completing all necessary tax reporting on the QSF and payment of the Claim Amounts to Qualified Members and Aggrieved Employees; and 16) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Claims Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: Defendants warrant that Class Members and Aggrieved Employees are all over the age of eighteen (18) and are able to read, write, and understand English such that no translation of the Notice of Settlement, Request for Exclusion Form, or Objection Form is required. The nature of Class Members' and Aggrieved Employees' employment required a well educated workforce with a strong ability to communicate in, and understand, English. The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the Agreement. Class Members and Aggrieved Employees will be provided with a Request for Exclusion Form and an Objection Form along with the Notice of Settlement for these purposes. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Claims Administrator Cost allocations, proposed PAGA Payment allocations, Defendants' Offset, the scope of the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated Claim Amount.

1 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
2 Preliminary Approval Date, Defendants shall provide the Claims Administrator with the name, last known
3 mailing address, last known telephone number, Social Security Number, start and end date of employment
4 (if any) of each Class Member, and any other information the Claims Administrator needs to effectuate
5 notice to Class Members and Aggrieved Employees as outlined herein. The Claims Administrator shall
6 review the data to determine the number of Qualifying Workweeks for each Class Member and Aggrieved
7 Employee. No later than fourteen (14) calendar days after receipt of such address information, the Claims
8 Administrator will perform a national change of address (“NCOA”) search, update the addresses per the
9 results of the NCOA search, and then mail the Notice of Settlement, Request for Exclusion Form, and
10 Objection Form, to each Class Member and Aggrieved Employee by first-class mail, postage prepaid.
11 Class Counsel shall also provide the Claims Administrator with the Complaint, Class Counsel’s motion
12 for preliminary approval, the Agreement, and any other documents required by the Court that are to be
13 posted at the web address as stated in Section 7.1(4). The Claims Administrator shall maintain all
14 information received from Defendants confidential to itself, and Defendants’ Counsel. However, Class
15 Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Claim Amounts
16 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
17 identifying information is redacted and/or omitted.

18 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement,
19 Request for Exclusion Form, and/or Objection Form, are returned to the Claims Administrator as non-
20 delivered on or before the conclusion of the Notice Period, the documents shall be sent to the forwarding
21 address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Claims
22 Administrator shall promptly attempt to determine a correct address using a single skip-trace search using
23 the name, address and/or Social Security number of the individual involved, and shall then perform a
24 single re-mailing within five (5) calendar days. Following each search that does not result in a corrected
25 address, for those Class Members who appear to be current employees of Defendants at the time of the
26 Preliminary Approval Date, the Claims Administrator shall contact Defendants’ Counsel for assistance
27 and Defendants shall cooperate in good faith with the Claims Administrator’s reasonable efforts to obtain
28 valid mailing addresses for Class Members to the extent they are active employees of Defendants. In the

event the Notice of Settlement, Request for Exclusion Form, and/or Objection Form, are forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any Request for Exclusion Form, Objection Form, or dispute their Qualifying Workweek allocation shall be the end of the Notice Period or 10 calendar days from the date of the re-mailing, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly submit a Request for Exclusion, the Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 *Request for Exclusion:* The Notice of Settlement shall provide that Class Members who wish to exclude themselves from the Agreement must submit a complete and timely Request for Exclusion Form. The Request for Exclusion Form must be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally sign the Request for Exclusion Form. No Request for Exclusion Form may be made on behalf of a group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Class Member who submits a timely and complete Request for Exclusion Form will not be entitled to any benefit of the Agreement as a Class Member, will not be bound by the Agreement, nor will they have any right to object, appeal or comment thereon. Class Members who fail to submit a complete and timely Request For Exclusion Form shall be bound by all terms of the Agreement and any order or final judgment thereon, regardless of whether they otherwise have requested to opt-out of the Agreement. Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member.

7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement a complete and timely Objection Form to the Claims Administrator, who will serve copies of the Objection Form on Class Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The Objection Form must be

signed and post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4.

7.5.3 Dispute Procedures: Any Class Member who disputes the number of Qualifying Workweeks on the Notice of Settlement shall contact the Claims Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Claims Administrator shall promptly (in no event more than two business days) forward all such disputes to Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If Defendants agree with submitted information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that Class Member's Claim Amount. If Defendants do not agree with the submitted information, Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Claims Administrator or Court.

7.5.4 Deficient Request for Exclusion Forms, Objection Forms, and/or Disputes: In the event that a deficient Request for Exclusion Form, Objection Form, or dispute is received on or before the conclusion of the Notice Period, the Claims Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class

Counsel or Defendants' Counsel to provide notice of the proposed Agreement, unless otherwise ordered by the Court.

7.7 Claims Administrator Declaration Regarding Notice Period: Within twenty-one (21) calendar days after the conclusion of the Notice Period, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Claims Administrators' obligations under Sections 5.8 to 5.10.3, 7.1 to 7.5.4, and 7.9.

7.8 Claims Administrator Payments to Qualified Claimants, Class Counsel and Plaintiff: Within seven (7) calendar days after the Final Approval Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Claims Administrator Costs, the Claims Administrator shall calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Section 5.1 and 5.8 to the Claims Administrator within twenty-one (21) calendar days after the Final Approval Date to be to be held in trust in a QSF. Within twenty-eight (28) calendar days after the Effective Date, the Claims Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Claims Administrator Costs, and payment to Qualified Claimants and/or Aggrieved Employees as required under this Agreement and approved by Court.

7.8.1 The Claims Administrator shall send, via UPS or other similar overnight carrier that allows for tracking of delivery, a check for the Court-approved attorneys' fees and costs to Class Counsel unless other method is requested by Class Counsel. Class Counsel shall provide the Claims Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Claims Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representative, care of Class Counsel unless other method is requested by Class Counsel.

7.8.3 Only Qualified Claimants and Aggrieved Employees will receive their Claim Amount.

7.8.4 The Claims Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendants agree to reasonably cooperate with the Claims Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Claims Administrator shall issue Claim Amounts to Qualified Claimants and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred twenty (120) calendar days of issuance. After one hundred twenty (120) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Claims Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Claims Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Qualified Claimants and Aggrieved Employees to cash their settlement checks, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Claims Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendants to provide Claims Administrator with Class Member information	Within 14 calendar days after the Preliminary Approval Date
Last day for Claims Administrator to complete NCOA search, update Class Member mailing information, and mail Notice of Settlement, Request for Exclusion Form, and Objection Form	Within 14 calendar days after the Claims Administrators' receipt of Class Members' information from Defendants
Last day for Class Members to submit Request for Exclusion Forms, Objection Forms, Disputes, and/or data requests	45 calendar days after mailing of Notice of Settlement, Request for Exclusion Form, and Objection Form or within 10 calendar days after they re-mailed, whichever is later
Last day for Claims Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 21 calendar days after end of the Notice Period
Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 calendar days after the Final Approval Date
Last day for Defendants to fund settlement	Within 21 calendar days after Final Approval Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	With 28 calendar days after the Effective
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 calendar days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline

Last day for Claims Administrator to provide
Parties with compliance declaration

Within 21 calendar days after settlement
check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Claims Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)

Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Claims Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Claims Administrator of due diligence and proof of mailing of the Notice of Settlement, Request for Exclusion Form, and Objection Form required to be mailed to Class Members by this Agreement, and of the delivery results of the Claim Administrator's mailings including tracing and re-mailing efforts.

9.2.1 Class Counsel will submit a proposed order and judgment for final approval, which shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Claims Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's Order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Claims Administrator as needed or requested in the process of identifying and locating Qualified Claimants and Aggrieved Employees entitled to payments under the Agreement and

1 assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each
2 other and assist the Claims Administrator as needed or requested in completing the distribution of any
3 residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with
4 the Claims Administrator, will certify to the Court completion of all payments required to be made by this
5 Agreement.

6 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
7 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action
8 and PAGA Settlement and Final Judgment.

9 9.4 Notice to LWDA: Class Counsel agrees to provide notice to the Labor and Workforce
10 Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

11 **10. MISCELLANEOUS TERMS**

12 10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
13 10% or more of the Class Members have submitted proper and timely Request for Exclusion Forms in
14 accordance with the provisions of the Agreement, Defendants may, at their election, rescind the
15 Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise
16 this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Claims
17 Administrator notifies the Parties of the total number of Request for Exclusion Forms submitted. If the
18 option to rescind is exercised, then any Claims Administrator Costs shall be paid by Defendants.
19 Defendants have represented that there are no more than 27,406 workweeks during the Class Period. In
20 the event the number of workweeks during the Class Period is more than 30,146.60 (*i.e.*, greater than
21 10% more than 27,406), then the Gross Settlement Amount shall be increased proportionally by the
22 workweeks in excess of 27,406, multiplied by the pay period value. For example, if there were 11,900
23 workweeks represented to exist during the Class Period, but there are actually 15,000 workweeks in the
24 Class Period, and the actual workweek value is \$5.00 per workweek, Defendants would have to increase
25 the Gross Settlement Amount by \$15,500.00 (15,000 workweeks – 11,900 workweeks = 3,100
26 workweeks x \$5.00/workweek).

27 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
28 THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT

1 OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
2 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
3 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
4 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
5 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
6 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
7 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
8 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
9 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
10 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
11 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
12 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
13 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
14 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
15 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
16 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
17 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
18 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
19 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
20 BY THIS AGREEMENT.

21 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
23 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
24 and discharged in this Agreement.

25 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
26 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
27 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
28

1 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise
2 and is, therefore, a Qualified Claimant.

3 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
4 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
5 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

6 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Final Approval Date,
7 judgment will be entered according to this Agreement, with the Court to retain jurisdiction over the parties
8 to enforce the terms therein.

9 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to,
11 execution of such other documents and the taking of such other action as may reasonably be necessary to
12 fulfill the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including
13 all efforts contemplated by this Agreement and any other efforts that may become necessary by Court
14 order, or otherwise, to effectuate this Agreement and the terms set forth herein.

15 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
20 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
21 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
22 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
23 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered
24 into this Stipulation with the intention to avoid further disputes and litigation.

25 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
27 the third business day after mailing by United States certified mail, return receipt requested, addressed as
28 follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA, 95624

To Defendants:

Yesenia Gallegos
Marjorie Soto
McDermott Will & Emery LLP
2049 Century Park E, Ste 3200
Los Angeles, CA, 90067-3206

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Binding Effect of Agreement: The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, Claims Administrators, successors, and assigns.

10.12 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement. The Parties stipulate and agree that the Riverside County Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

10.13 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

1 10.14 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
3 and to take all appropriate action required or permitted to be taken by such Parties pursuant to this
4 Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of
5 this Agreement.

6 10.15 Class Member Signatories: Because the Action has not yet been certified, and the Class
7 Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member
8 sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement
9 may be executed on behalf of all Class Members by the Class Representative.

10 10.16 Counterparts: This Agreement shall become effective upon its execution by all of the
11 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement
12 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
13 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
14 and effect of originals.

15 10.17 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
16 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
17 the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance
18 with, and governed by, the substantive laws of the State of California without giving effect to that State's
19 choice of law principles.

20 10.18 Headings and Captions: Section titles or captions contained in the Agreement are inserted
21 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
22 this Agreement, or any provision thereof.

23 10.19 No Retaliation or Discouragement: The Parties agree they will take no action that could
24 be construed as retaliation against any Class Members for participating or seeking to participate in this
25 class action settlement. The Parties will not discourage any class member from participating or seeking
26 to participate in this class action settlement. This is a material term of the Agreement and non-breaching
27 Parties will seek court intervention if this provision is breached. Should non-breaching Party prevail, they
28 shall be entitled to further attorneys' fees and costs.

1 10.20 Integrated Agreement: This Agreement and the *Class & PAGA Settlement Memorandum*
 2 *of Understanding* sets forth the entire understanding between the Parties and supersedes any and all prior
 3 agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there
 4 is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the
 5 other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this
 6 Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are
 7 fully understood and voluntarily accepted by the Parties.

8 10.21 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to
 9 the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10 10.22 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
 11 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
 12 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

13 10.23 Waiver of Compliance: No waiver of any condition or covenant contained in this
 14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
 15 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

16 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
 17 attorneys, as of the day and year herein set forth.

18 **For Plaintiff:**

19 Date: 10/18/2021
 20 _____

DocuSigned by:
 Sara Franco
 CFAF83C03177491...
 Sara Franco

22 **FOR Defendants:**

23 Date: 10/18/21
 24 _____

DocuSigned by:
 David Burke
 4CB0201A8755431...
 By: David Burke
 For Rancho Family Medical Group, Inc.

26 Date: 10/18/21
 27 _____

DocuSigned by:
 David Burke
 4CD9201A8755431...
 By: David Burke
 For Rancho Health Mso, Inc.

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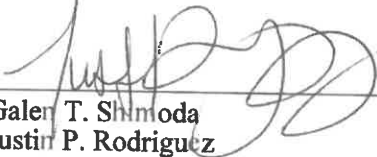
APPROVED AS TO FORM

Dated: 10/18/21

APPROVED AS TO FORM

Dated: 10/18/2021

Shimoda Law Corp.

By: 
Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Attorney for Plaintiff and Aggrieved
Employees

MCDERMOTT WILL & EMERY LLP

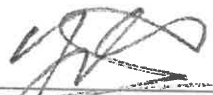
By: 
Yesenia Gallegos
Marjorie Soto
Attorney for Defendants

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP, INC., a
California Corporation; RANCHO HEALTH MSO, INC., a
Delaware Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

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

ATTENTION: All non-exempt employees who have or continue to work for Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s from May 10, 2017, to [REDACTED] ("Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

TO THE EXTENT YOU MAY HAVE ENTERED INTO A PRIOR SETTLEMENT AGREEMENT WITH DEFENDANTS BETWEEN APRIL 2021 TO JULY 2021, YOU MAY STILL PARTICIPATE IN THIS SETTLEMENT NOTWITHSTANDING THAT AGREEMENT.

Pursuant to an order, entered on [REDACTED], by the Riverside County Superior Court ("Court") granting preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement" or "Settlement Agreement"), you are receiving this Notice of Settlement. The Settlement is concerning pending class action and Private Attorneys General Act litigation in the Superior Court of California for the County of Riverside, Case No. CVRI2102264 ("Action"), which is more fully described below.

You are receiving this Notice of Settlement because Defendants Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s ("Defendants") records indicate you worked for Defendants as a non-exempt employee at some time between May 10, 2017 and [Preliminary Approval Date or November 7, 2021, whichever is earlier] ("Class Period"), and are therefore what is called a Class Member and are entitled to payment from the Settlement. Defendants' records indicate that you worked [REDACTED] workweeks during this time, which means your share of the Settlement proceeds is estimated to be [REDACTED]. Your actual share of the Settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this Notice.

The terms of the Agreement and a description of the Action are identified in this Notice of Settlement. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 10, 2021, Plaintiff Sara Franco ("Plaintiff" or "Class Representative"), a former employee of Defendants, filed a wage and hour class action Complaint against Defendants in the California Superior Court for the County of Riverside on behalf of herself and similarly situated employees. Plaintiff sought to represent all non-exempt employees who have or continue to work for Defendants ("Class Members") from May 10, 2017, to [REDACTED].

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself and Class Members. Plaintiff alleged that Defendants violated California law by 1) violating Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages); 2) violating Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages); 3) violating Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); 4) violating Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); 5) violating Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements); 6) violating

Labor Code §§ 201-203, 256 (Failure to Pay Final Wages); 7) violating Labor Code § 2802 (Failure to Pay Reimbursements for Expenses); 8) violating Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order); 9) violating Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and 10) violations of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave); and 11) engaging in unfair competition (Business & Professions Code § 17200, *et seq.*). Plaintiff also claimed Defendants were liable for civil penalties under the Private Attorneys General Act (“PAGA”) based on the alleged violations of the California Labor Code. Defendants have denied and continue to deny all Plaintiff’s allegations.

Attorneys for the Parties have thoroughly investigated the allegations and exchanged extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon all known facts and circumstances, including the risks and uncertainties of continued litigation, the Parties reached an agreement resolving all claims. The terms of the Settlement are outlined in this Notice. The Settlement allows the Parties to avoid the risks associated with a lengthy litigation. Defendants entered into the Settlement to fully, finally, and forever resolve this Action and to avoid the burden and expense associated with ongoing litigation. However, Defendants have denied, and continue to deny, all allegations and claims.

The Parties have entered into the Agreement, which has been preliminarily approved by the Court. The Court has determined that there is sufficient evidence to suggest the proposed Settlement might be fair, adequate, and reasonable. However, any final determination of those issues will be made at a final approval hearing, which will take place as indicated in Section V below. The Agreement applies to any and all Class Members who worked during the Class Period. “Class Member” does not include persons who submit valid Request for Exclusion (as explained below). **This Notice of Settlement is to advise you of how you can either participate, comment on, or exclude yourself from the Settlement.**

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants will pay a total sum of Six-Hundred and Fifty Dollars (\$650,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount which equals \$216,666.67, attorneys’ costs not to exceed \$15,000, Claims Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$7,500, and \$15,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$15,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendants in California from April 29, 2020 up to [REDACTED].

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this Notice of Settlement. During the Action, Defendants paid individual settlements to an estimated 116 Class Members who agreed to sign a release in exchange for consideration based on the number of workweeks in which they worked during the Class Period. Any payment due to one of these individuals based on the allocation formula for the Net Settlement Amount set forth herein will be offset by the amount previously paid as part of an individual settlement to that individual (“Defendants’ Offset”). The Claim Amount shown on the first page of this Notice of Settlement accounts for any offset applicable to your Claim Amount as a result of any prior settlement payments you may have received. The actual amount you will receive under the Settlement may be more or less than the amount stated on the first page of this Notice of Settlement depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA Payment.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not submit a Request for Exclusion Form and to all Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to

Aggrieved Employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will issue.

Class Members and Aggrieved Employees do not need to take any action to participate in the settlement. Payments will be automatically made to Class Members and Aggrieved Employees. Each Class Member's share ("Claim Amount") will be determined by dividing their total weeks worked within California ("Qualifying Workweeks") during the Class Period by the total Qualifying Workweeks by all Class Members within the Class Period. That number will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their Qualifying Workweeks worked within the PAGA Claim Period by the total Qualifying Workweeks for all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. To the extent the calculation of the Claim Amount (including the Defendants' Offset) results in an amount less than the equivalent of one Qualifying Workweek, that Class Member shall receive an allocation of one Qualifying Workweek.

Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member and Aggrieved Employee, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or Aggrieved Employee. If a Class Member or Aggrieved Employee disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or Aggrieved Employee. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not submit a Request for Exclusion Form ("Qualified Claimants") and all Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not timely submit a Request for Exclusion Form will be deemed to have released any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, damages, and/or causes of action (whether contingent or accrued) that are asserted in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period, including, without limitation claims for (1) failure to pay overtime, (2) failure to pay minimum wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unreimbursed business expenses, (8) failure to pay regular rate of pay for overtime, paid sick leave, and meal premiums (including the calculation of shift differentials, pay stipends, and bonuses into the regular rate of pay), (9) unfair competition based thereon, and (10) a claim for civil penalties under the PAGA based thereon Period ("Qualified Claimants Released Claims"). This release excludes the release of claims not permitted by law. The Qualified Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do timely submit a Request for Exclusion Form.

Aggrieved Employees will be deemed to have released all claims that were brought under the Private Attorneys General Act, Labor Code § 2698, *et seq.*, based on the facts or claims alleged in the Action during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs as approved by the Court, up to a maximum of one-third of the Gross Settlement Amount which equals \$216,666.67, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the Settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order, if the Settlement receives final approval. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may submit a Request for Exclusion Form provided to you with this Notice of Settlement. The Request for Exclusion Form must be signed and mailed back to the Claims Administrator no later than [redacted]. The Claims Administrator's mailing address for the Request for Exclusion Form is as follows:

[admin info]

If you submit a Request for Exclusion Form which is not postmarked by [redacted], your Request for Exclusion will be rejected, and you will be bound by the release and all other terms of the Agreement. If the Exclusion Form is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion Form. Any Class Member who submits a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a Class Member and will not receive any related portion of the Net Settlement Amount. However, even if a Class Member opts out of the Settlement, he or she will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement by submitting the enclosed **Objection Form to the Claims Administrator at the address identified above**. Any timely submitted Objection Forms will be presented to the Court for Consideration. However, if the Court rejects your stated objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny final approval of the Settlement by submitting the Objection Form. You **cannot** ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies final approval, **no** settlement payments will be issued and the lawsuit will continue. The **Objection Form** must be completely filled out, be signed, and be post-marked no later than [redacted] for consideration by the Court.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After the Court grants final approval of the Settlement, each and every Class Member who did not submit a timely and complete Request for Exclusion Form and each and every Aggrieved Employee will release Defendants and the Released Parties from the Qualified Claimants' Released Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from suing Defendants and the Released Parties

with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 6 of the Riverside County Superior Court, Historic Court House, 4050 Main Street, Riverside, CA 92501 on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, an Enhancement Payment to the Class Representative, and Claims Administrator Costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Claims Administrator's website: [admin web address]. You may also view the case file online at the Court's website (epublic-access.riverside.courts.ca.gov/public-portal) by clicking "Case Number Search" and entering CVRI2102264. The full text of the Agreement can be found at Exhibit A to the document entitled "Exhibit List and Exhibits In Support of Plaintiff's Motion for Preliminary Approval Of Class Action and PGA Settlement," filed on [date]. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Yesenia Gallegos
Marjorie Soto
McDermott Will & Emery LLP
2049 Century Park E, Ste 3200
Los Angeles, CA
90067-3206
Phone: 310-788-4199
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

Exhibit 2

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

OBJECTION FORM

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

INSTRUCTIONS

Please review the Notice of Settlement for information about the class action settlement in the case of *Franco v. Rancho Family Medical Group, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. If you wish to object to the class action settlement, you must complete and return this form to the Claims Administrator by [REDACTED]. Please provide the following information to support your objection:

- 1) Name: _____
- 2) Dates of Employment: _____
- 3) Describe the nature and basis for your objection to the settlement. Please provide any documents and/or legal authority you feel may support your objection for consideration. You may continue on the back of this document or attach additional pages if necessary:

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

(Date)

(Signature)

Exhibit 3

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

REQUEST FOR EXCLUSION FROM SETTLEMENT

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City» «State» «Zip»

Please provide current address (if different) here:

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE THIS FORM AND RETURN IT TO THE CLAIMS ADMINISTRATOR AS OUTLINED IN THE NOTICE OF SETTLEMENT BY [REDACTED]

By signing and returning this form, I confirm that I have read the Notice of Settlement and that I want to opt out of, and be excluded from, the class action settlement in the case of *Franco v. Rancho Family Medical Center, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. I understand that by opting out of the Settlement I will not receive any payment which I might otherwise be entitled to as a Class Member, and will not receive any related portion of the Net Settlement Amount or be bound by the terms effecting Class Members. I further understand that even if I opt out of participating in the Settlement as a Class Member, I will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

Signature

Date

First Name, Middle Initial, Last Name

EXHIBIT B

7/7/2021

A. Fluker

Electronically Filed

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Brittany V. Berzin (Cal. State Bar No. 325121)
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Attorneys for Plaintiff SARA FRANCO,
individually and on behalf of all other similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

SARA FRANCO, individually and on behalf
of all other similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP,
INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

Plaintiff SARA FRANCO ("Plaintiff"), on behalf of herself and all other similarly situated employees, hereby files this Complaint against Defendants RANCHO FAMILY MEDICAL GROUP, INC., a California Corporation; RANCHO HEALTH MSO, INC., a Delaware Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

//

1 **INTRODUCTION**

2 1. This is a class action lawsuit brought by Plaintiff for failure to provide overtime wages,
3 failure to pay all minimum wages, meal and rest period violations, failure to reimburse expenses, wage
4 statement violations, waiting time penalties, and unfair competition. Plaintiff has also alleged a Private
5 Attorneys General Act ("PAGA") cause of action.

6 **JURISDICTION AND VENUE**

7 2. The Riverside County Superior Court has jurisdiction in this matter pursuant to California
8 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
9 California Business and Professions Code, and Wage Order No. 4.

10 3. Venue is proper pursuant to Civil Procedure Code sections 395(a) and 395.5, in that some
11 of the wrongful acts and violations of law asserted herein occurred within Riverside County.
12 Additionally, Defendants' obligation to pay wages, including violations of California Labor Code and
13 the applicable Industrial Welfare Commission Wage Order ("Wage Order") arose in Riverside County
14 pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

15 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
16 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself
17 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
18 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
19 approximately April 29, 2021. Plaintiff provided facts and legal bases for her claims within the notice to
20 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff
21 submitted the \$75.00 filing fee. The April 29, 2021, notice was also sent via certified mail to
22 Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not
23 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and
24 believes that she has exhausted all administrative remedies pursuant to the Private Attorneys General
25 Act and may bring this action on behalf of herself and all similarly situated employees (*i.e.* Aggrieved
26 Employees). *See* Cal. Labor Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134
27 Cal.App.4th 365, 383 n.18, 385 n.19 (2005).

PARTIES

5. SARA FRANCO is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, RANCHO FAMILY MEDICAL GROUP, INC., is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. On information and belief, Plaintiff alleges, RANCHO HEALTH MSO, INC., is now and/or at all times mentioned in this Complaint was a Delaware Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries, and related entities and the alter egos of each of the other Defendants named herein, corporate, or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

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CLASS ALLEGATIONS

13. Plaintiff brings the First through Eighth Causes of Action on behalf of herself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

Plaintiff and all similarly situated, non-exempt employees who have or continue to work for Defendants in California from May 10, 2017, to the present.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as five hundred (500) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- i. Whether Defendants paid putative class members for all hours worked;
- ii. Whether Defendants paid all overtime wages owed;
- iii. Whether Defendants failed to correctly calculate putative class members' regular rate of pay;
- iv. Whether Defendants maintained accurate payroll records;
- v. Whether Defendants failed to authorize and permit all meal and rest periods;

- 1 vi. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
2 class members were not authorized and permitted to take all meal and rest periods
3 owed;
- 4 vii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
5 class members received all reimbursements owed;
- 6 viii. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
7 class members received all minimum and overtime wages due;
- 8 ix. Whether, as a result of Defendants' policies and practices, Plaintiff and putative
9 class members received all wages, due and owing, at the time of their termination
10 or separation; and
- 11 x. Whether Defendants provided Plaintiff and putative class members with wage
12 statements that complied with Labor Code section 226.

13 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
14 class. The putative class also sustained damages arising out of Defendants' common
15 course of conduct in violation of the law as complained of herein. Plaintiff and all
16 members of the putative class were non-exempt employees who were not paid minimum
17 and overtime wages, meal and rest period premiums, and reimbursements arising out of
18 Defendants' common course of conduct in violation of the law, as complained of herein.
19 Additionally, Defendants issued Plaintiff and all members of the putative class wage
20 statements that did not comply with Labor Code section 226. As a result, Plaintiff and
21 each member of the putative class have suffered the same type of harm and seek the same
22 type of recovery based on the same legal theories.

23 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
24 putative class. For all relevant times, Plaintiff resided in California and worked for
25 Defendants in California. Moreover, Plaintiff is an adequate representative of the
26 putative class as Plaintiff has no interests that are adverse to those of putative class
27 members. Additionally, Plaintiff has retained counsel who has substantial experience in
28 complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and efficient
2 adjudication of the controversy since individual joinder of all members of the putative
3 class is impracticable. Class action treatment will permit a larger number of similarly
4 situated persons to prosecute their common claims in a single forum simultaneously,
5 efficiently, and without the unnecessary duplication of effort and expense that numerous
6 individual actions would engender. Further, as damages suffered by each individual
7 member of the class may be relatively small, the expenses and burden of the individual
8 litigation would make it difficult or impossible for individual members of the class to
9 redress the wrongs done to them, and an important public interest will be served by
10 addressing the matter as a class action. The cost to the court system of adjudication of
11 such individualized litigation would be substantial. Individualized litigation would also
12 present the potential for inconsistent or contradictory judgments.

13 15. Plaintiff is unaware of any difficulties that are likely to be encountered in the
14 management of this action that would preclude its maintenance as a class action.

15 GENERAL ALLEGATIONS

16 16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully
17 set forth herein.

18 17. Plaintiff worked for Defendants from approximately September 2017 through March
19 2021, as a non-exempt appointment clerk and registration coordinator. Defendants operate a family
20 medical practice in twelve (12) different locations across California.

21 18. When Defendants first hired Plaintiff, she worked out of the Single Oak location in
22 Temecula, until she transferred to the Cal Oaks location in Murrieta. When Defendants terminated
23 Plaintiff in March 2021, she was making \$18.00 per hour, not including an additional bonus of .40 per
24 hour for being Spanish speaker and a productivity/shift lead bonus.

25 19. Similarly situated employees also worked for Defendants as non-exempt employees.
26 Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day and/or forty
27 (40) hours in a week, incurring overtime. Plaintiff and similarly situated employees were also paid non-
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1 discretionary remuneration, such as bonuses, for speaking Spanish and other types of merit and
2 productivity bonuses.

3 20. Due to Defendants' policies and staffing and workflow issues, Plaintiff and similarly
4 situated employees were not authorized and permitted to take all meal and rest periods they were entitled
5 to, being paid meal period premiums on occasions. Additionally, Defendants did not correctly
6 incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff and similarly
7 situated employees' regular rate of pay when calculating overtime, double time, meal and rest period
8 premiums, or sick leave pay.

9 21. With respect to sick leave pay, Plaintiff and similarly situated employees, like all
10 employees in California, had paid sick leave available to them under the Healthy Workplaces Healthy
11 Families Act of 2014. Plaintiff and similarly situated employees took sick days and used the paid sick
12 leave available to them. Plaintiff and similarly situated employees also earned nondiscretionary
13 remuneration, such as bonuses, from Defendants. During those instances where Defendants paid
14 Plaintiff nondiscretionary remuneration, such as bonuses, and Plaintiff and similarly situated employees
15 used paid sick leave, Defendants failed to pay the sick leave at the correct regular rate of pay.
16 Defendants failed to incorporate the value of nondiscretionary remuneration, such as bonuses, into
17 Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying paid sick
18 leave. As a result, Plaintiff and similarly situated employees were not paid all wages owed to them.

19 22. Defendants also failed to pay Plaintiff and similarly situated employees for all hours
20 worked. Plaintiff and similarly situated employees would often have to wait up to five (5) minutes after
21 they arrived at work for the computer to boot up and allow them to clock in. Plaintiff and similarly
22 situated employees were not paid for this time. As a result, Plaintiff and similarly situated employees
23 were not paid at least the minimum wage for each hour they worked. Defendants also failed to maintain
24 accurate records of the hours Plaintiff and similarly situated employees worked.

25 23. Defendants further failed to pay Plaintiff and similarly situated employees for use of their
26 personal cell phones for work purposes until approximately March 2021, when they started paying
27 employees \$15.00 per pay period for cell phone reimbursement.
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24. Finally, Defendants failed to provide Plaintiff and similarly situated employees with legally compliant paystubs. The wage statements Defendants issued to Plaintiff and similarly situated employees did not state the correct amount of gross and net wages earned and all applicable hourly rates in effect. As a result, Plaintiff and similarly situated employees were not able to determine the total wages owed to them from their paystubs alone.

25. At the time of Plaintiff's and similarly situated employees' separation or termination, they had wages due and owing to them. To date, Defendants have not paid these wages to Plaintiff and similarly situated employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(As to all Defendants)

26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully set forth herein.

27. During the period Plaintiff was employed by Defendants, Defendants were required to compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 4, section (3)(A); Cal. Lab. Code §§ 510, 1194.

28. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day and/or forty (40) hours per week on several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours worked at their regular rate of pay.

29. Plaintiff and similarly situated employees were not exempt from overtime protections employees under the California Wage Orders and Labor Code.

30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

//

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 4, section 4(A); Cal. Lab. Code § 1194.

33. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully set forth herein.

36. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

37. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

38. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

39. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

40. Defendants further failed to pay Plaintiff and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully set forth herein.

43. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

44. California Labor Code section 226.7 and Wage Order No. 4, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

45. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

46. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for any such missed rest periods.

47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

50. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated employees

1 suffered confusion over whether they received all wages owed and were prevented from effectively
2 challenging information on their wage statements.

3 51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
4 employees have been damaged as stated in the section below entitled "DAMAGES," which is
5 incorporated here to the extent pertinent as if set forth here in full.

6 **SIXTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(As to all Defendants)**

9 52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully
10 set forth herein.

11 53. An employer must pay an employee who is terminated all unpaid wages immediately
12 upon termination. *See* Cal. Lab. Code § 201.

13 54. An employer must pay an employee who resigns all unpaid wages within seventy-two
14 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

15 55. Plaintiff and similarly situated employees did not receive all wages, including minimum
16 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
17 within the required time after their separation from employment.

18 56. An employer who willfully fails to pay an employee wages in accordance with California
19 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
20 days. *See* Cal. Lab. Code § 203.

21 57. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
22 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
23 and similarly situated employees were not paid for all regular and overtime hours, as they authorized the
24 practices and policies denying these wages. Such conduct shows Defendant had knowledge of earned,
25 but unpaid wages at the time of separation, yet Defendant still refused to pay the remaining wages owed.
26 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation,
27 yet Defendants still refused to pay the remaining wages owed.

28 58. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by

thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. California Labor Code section 2802(a) states that "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

61. Defendants required Plaintiff and similarly situated employees to use their personal cell phones for work purposes but failed to reimburse them for such use.

62. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully set forth herein.

64. Unfair competition shall mean and include any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. See California Business and Professions ("B&P") Code § 17200.

65. Plaintiff and similarly situated employees were not paid all wages owed, including minimum and overtime wages, and meal and rest period premiums, paid sick leave, or reimbursed for business expenses, during their employment or any time thereafter.

66. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to

1 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

2 67. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
3 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
4 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
5 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
6 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

7 **NINTH CAUSE OF ACTION**
8 **PRIVATE ATTORNEYS GENERAL ACT**
9 **(As to all Defendants)**

10 68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully
11 set forth herein.

12 69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
13 following provisions of the Labor Code in their dealings with her and other similarly situated current
14 and former employees:

- 15 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay
16 Overtime Wages);
- 17 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay
18 Minimum Wages);
- 19 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B)
20 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof);
- 21 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide
22 Rest Periods or Pay Premiums in Lieu Thereof);
- 23 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
24 Statements);
- 25 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages);
- 26 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses);
- 27 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
28 Work in Any Industrial Welfare Commission Order);
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and

- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave).

70. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;

2. As to the First Cause of Action:

a. Wages in an amount to be proven at trial;

b. Interest for the wages due pursuant to California Labor Code section 1194;

c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

3. As to the Second Cause of Action:

a. Wages in an amount to be proven at trial;

b. Interest for the wages due pursuant to California Labor Code section 1194;

c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

d. Liquidated damages pursuant to California Labor Code section 1194.2;

4. As to the Third Cause of Action:

a. Wages in an amount to be proven at trial;

b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

5. As to the Fourth Cause of Action:

a. Wages in an amount to be proven at trial;

b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

//

6. As to the Fifth Cause of Action:

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

- a. An amount to be proven at trial;
- b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8. As to the Ninth Cause of Action:

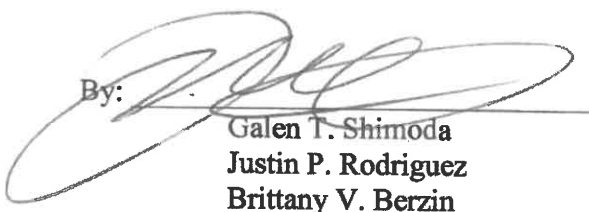
- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

8. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated: July 7, 2021

Shimoda Law Corp.

By: 

Galen T. Shimoda

Justin P. Rodriguez

Brittany V. Berzin

Jessica L. Hart

Attorneys for Plaintiff

1 *Franco v Rancho Family Medical Group, Inc., et al.*
2 *Riverside County Superior Court of California CVRI2102264*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Rylee K. Fonseca, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On July 7, 2021, I served the following documents on the party below:

- 9 • First Amended Complaint

10 Marjorie Soto 11 Yesenia Gallegos 12 McDermott Will & Emery LLP 13 2049 Century Park East Suite 3200 14 Los Angeles, CA 90067 15 Phone: (310) 277-4110 16 Fax: (310) 277-4730 17 Email: mcsoto@mwe.com 18 Ygallegos@mwe.com 19 Kmay@mwe.com	
--	--

20 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
21 processing of correspondence for mailing with the United States Postal
22 Service and that each day's mail is deposited with the United States Postal
23 Service that same day in the ordinary course of business. On the date set
24 forth above, I served the aforementioned document(s) on the parties in
25 said action by placing a true copy thereof enclosed in a sealed envelope
26 with postage thereon fully prepaid, for collection and mailing on this date,
27 following ordinary business practices, at Elk Grove, California, addressed
28 as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the
21 office of the addressee above.

22 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
23 above. No error was reported by the e-mail service that I used.

24 [] [By Overnight Courier] By causing a true copy and/or original thereof to
25 be personally delivered via the following overnight courier service: _____.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing
27 is true and correct, and that this declaration was executed on July 7, 2021, at Elk Grove, California.

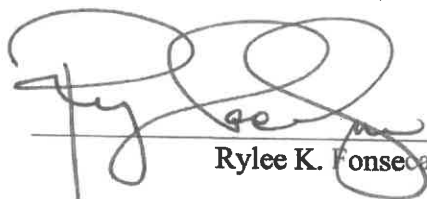
28 
Rylee K. Fonseca

EXHIBIT C



Shimoda Law Corp.
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

April 29, 2021

For Online Filing:

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Franco v. Rancho Family Medical Group, Inc., et al*

Dear Labor Commissioner,

As counsel for Sara Franco ("Plaintiff"), I am writing to provide you and the following "employers" notice pursuant to California Labor Code section 2699.3:

Rancho Family Medical Group, Inc.
28780 Single Oak Drive, Ste. 260
Temecula, CA 92590

Rancho Health MSO, Inc.
28780 Single Oak Drive, Ste. 160
Temecula, CA 92590

We are setting forth the "facts and theories" to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Rancho Family Medical Group, Inc., and Rancho Health MSO, Inc. ("Defendants"). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but are not limited to the following: all non-exempt employees who have or continue to work for Defendants in California. Plaintiff is clearly entitled to bring a Private Attorneys General Act ("PAGA") claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Plaintiff worked for Defendants from approximately September 2017 through March 2021, as a non-exempt appointment clerk and registration coordinator. Defendants operate a family medical practice in twelve (12) different locations across California.



When Defendants first hired Plaintiff, she worked out of the Single Oak location in Temecula, until she transferred to the Cal Oaks location in Murrieta. When Defendants terminated Plaintiff in March 2021, she was making \$18.00 per hour, not including an additional bonus of .40 per hour for being Spanish speaker and a productivity/shift lead bonus.

Aggrieved Employees also worked for Defendants as non-exempt employees. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime. Plaintiff and Aggrieved Employees were also paid non-discretionary remuneration, such as bonuses, for speaking Spanish and other types of merit and productivity bonuses.

Due to Defendants' policies and staffing and workflow issues, Plaintiff and Aggrieved Employees were not authorized and permitted to take all meal and rest periods they were entitled to, being paid meal period premiums on occasions. Additionally, Defendants did not correctly incorporate the value of the non-discretionary remuneration, such as bonuses, into Plaintiff and Aggrieved Employees' regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick leave pay.

With respect to sick leave pay, Plaintiff and Aggrieved Employees, like all employees in California, had paid sick leave available to them under the Healthy Workplaces Healthy Families Act of 2014. Plaintiff and Aggrieved Employees took sick days and used the paid sick leave available to them. Plaintiff and Aggrieved Employees also earned nondiscretionary remuneration, such as bonuses, from Defendants. During those instances where Defendants paid Plaintiff nondiscretionary remuneration, such as bonuses, and Plaintiff and Aggrieved Employees used paid sick leave, Defendants failed to pay the sick leave at the correct regular rate of pay. Defendants failed to incorporate the value of nondiscretionary remuneration, such as bonuses, into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of paying paid sick leave. As a result, Plaintiff and Aggrieved Employees were not paid all wages owed to them.

Defendants also failed to pay Plaintiff and Aggrieved Employees for all hours worked. Plaintiff and Aggrieved Employees would often have to wait up to five (5) minutes after they arrived at work for the computer to boot up and allow them to clock in. Plaintiff and Aggrieved Employees were not paid for this time. As a result, Plaintiff and Aggrieved Employees were not paid at least the minimum wage for each hour they worked. Defendants also failed to maintain accurate records of the hours Plaintiff and Aggrieved Employees worked.

Defendants further failed to pay Plaintiff and Aggrieved Employees for use of their personal cell phones for work purposes until approximately March 2021, when they started paying employees \$15.00 per pay period for cell phone reimbursement.



Finally, Defendants failed to provide Plaintiff and Aggrieved Employees with legally compliant paystubs. The wage statements Defendants issued to Plaintiff and Aggrieved Employees did not state the correct amount of gross and net wages earned and all applicable hourly rates in effect. As a result, Plaintiff and Aggrieved Employees were not able to determine the total wages owed to them from their paystubs alone.

At the time of Plaintiff's and Aggrieved Employees' separation or termination they had wages due and owing to them. To date, Defendants have not paid these wages to Plaintiff and Aggrieved Employees.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants, they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 4,



section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 4, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum and overtime wages and meal and rest period premiums, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or



seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for cell phone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants’ agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. This is against the law.

Count 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees’ wage records and hours worked. This was against the law.



Count 10 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee's regular rate of pay. As discussed above, Defendants failed to properly calculate the regular rate of pay by failing to incorporate the value of non-discretionary bonuses into their calculations. For the reasons state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda Law Corp.

By: _____


Galen T. Shimoda

GTS:jh

cc: Client via e-mail

1 *Franco v. Rancho Family Medical Group, Inc., et al*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Rylee K. Fonseca, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On April 29, 2021, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9
10 Rancho Family Medical Group, Inc.
28780 Single Oak Drive, Ste. 260
11 Temecula, CA 92590

Rancho Health MSO, Inc.
28780 Single Oak Drive, Ste. 160
Temecula, CA 92590

12 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on April 29, 2021, at Elk Grove,
22 California.

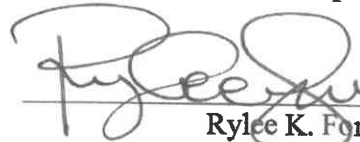
23 
24 Rylee K. Fonseca
25
26
27
28

EXHIBIT D

Date	Description	Amount
4/29/2021	Payment to LWDA - PAGA Filing Fee (RF)	\$75.00
4/29/2021	Postage - PAGA Letter to Employers	\$8.62
5/26/2021	Payment to Court - Complex Fees	\$1,000.00
5/26/2021	Payment to Court - Complaint Fee Superior Court	\$450.00
6/1/2021	Phone, Fax, Scan, Copying, Non-Certified/Courier Postage, Westlaw Legal Research Fees	\$500.00
6/3/2021	Postage Paga Letter 1 of 2	\$4.31
6/3/2021	Postage Paga Letter 2 of 2	\$4.31
7/2/2021	Service Fee to Court - Proof of Service of Summons	\$40.00
7/16/2021	Mediation - Mediation to Lisa Klerman	\$7,500.00
9/9/2021	One Legal Service Fee - E-filing Statement of Agreement	\$17.95
9/30/2021	Experts - Berger Consulting Inv 4916	\$4,900.00
10/8/2021	Service Fee to Court - Declaration of Galen Shimoda Regarding Order to Show Cause E-Filing Fee	\$2.00
10/12/2021	Service Fee to Court - Joint Status Report E-Filing Fee	\$2.00
Anticipated	Service Fee to Court - Preliminary Approval Motion	\$2.00
Anticipated	Payment to Court - Preliminary Approval Motion	\$60.00
Anticipated	Service Fee to Court - Final Approval Motion	\$2.00
Anticipated	Payment to Court - Final Approval Motion	\$60.00
Anticipated	Service Fee to Court Compliance Declarations	\$2.00
Total:		\$14,630.19

EXHIBIT E

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF RIVERSIDE

SARA FRANCO, individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

RANCHO FAMILY MEDICAL GROUP, INC., a
California Corporation; RANCHO HEALTH MSO, INC., a
Delaware Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. CVRI2102264

CLASS ACTION

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

ATTENTION: All non-exempt employees who have or continue to work for Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s from May 10, 2017, to [REDACTED] ("Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

TO THE EXTENT YOU MAY HAVE ENTERED INTO A PRIOR SETTLEMENT AGREEMENT WITH DEFENDANTS BETWEEN APRIL 2021 TO JULY 2021, YOU MAY STILL PARTICIPATE IN THIS SETTLEMENT NOTWITHSTANDING THAT AGREEMENT.

Pursuant to an order, entered on [REDACTED], by the Riverside County Superior Court ("Court") granting preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement" or "Settlement Agreement"), you are receiving this Notice of Settlement. The Settlement is concerning pending class action and Private Attorneys General Act litigation in the Superior Court of California for the County of Riverside, Case No. CVRI2102264 ("Action"), which is more fully described below.

You are receiving this Notice of Settlement because Defendants Rancho Family Medical Group, Inc.'s and Rancho Health MSO, Inc.'s ("Defendants") records indicate you worked for Defendants as a non-exempt employee at some time between May 10, 2017 and [Preliminary Approval Date or November 7, 2021, whichever is earlier] ("Class Period"), and are therefore what is called a Class Member and are entitled to payment from the Settlement. Defendants' records indicate that you worked [REDACTED] workweeks during this time, which means your share of the Settlement proceeds is estimated to be [REDACTED]. Your actual share of the Settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this Notice.

The terms of the Agreement and a description of the Action are identified in this Notice of Settlement. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On May 10, 2021, Plaintiff Sara Franco ("Plaintiff" or "Class Representative"), a former employee of Defendants, filed a wage and hour class action Complaint against Defendants in the California Superior Court for the County of Riverside on behalf of herself and similarly situated employees. Plaintiff sought to represent all non-exempt employees who have or continue to work for Defendants ("Class Members") from May 10, 2017, to [REDACTED].

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of herself and Class Members. Plaintiff alleged that Defendants violated California law by 1) violating Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime Wages); 2) violating Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum Wages); 3) violating Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof); 4) violating Labor Code § 226.7 and Wage Order No. 4, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof); 5) violating Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements); 6) violating

Labor Code §§ 201-203, 256 (Failure to Pay Final Wages); 7) violating Labor Code § 2802 (Failure to Pay Reimbursements for Expenses); 8) violating Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order); 9) violating Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records); and 10) violations of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave); and 11) engaging in unfair competition (Business & Professions Code § 17200, *et seq.*). Plaintiff also claimed Defendants were liable for civil penalties under the Private Attorneys General Act (“PAGA”) based on the alleged violations of the California Labor Code. Defendants have denied and continue to deny all Plaintiff’s allegations.

Attorneys for the Parties have thoroughly investigated the allegations and exchanged extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon all known facts and circumstances, including the risks and uncertainties of continued litigation, the Parties reached an agreement resolving all claims. The terms of the Settlement are outlined in this Notice. The Settlement allows the Parties to avoid the risks associated with a lengthy litigation. Defendants entered into the Settlement to fully, finally, and forever resolve this Action and to avoid the burden and expense associated with ongoing litigation. However, Defendants have denied, and continue to deny, all allegations and claims.

The Parties have entered into the Agreement, which has been preliminarily approved by the Court. The Court has determined that there is sufficient evidence to suggest the proposed Settlement might be fair, adequate, and reasonable. However, any final determination of those issues will be made at a final approval hearing, which will take place as indicated in Section V below. The Agreement applies to any and all Class Members who worked during the Class Period. “Class Member” does not include persons who submit valid Request for Exclusion (as explained below). **This Notice of Settlement is to advise you of how you can either participate, comment on, or exclude yourself from the Settlement.**

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendants will pay a total sum of Six-Hundred and Fifty Dollars (\$650,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed 1/3 of the Gross Settlement Amount which equals \$216,666.67, attorneys’ costs not to exceed \$15,000, Claims Administrator Costs estimated not to exceed \$10,000, Class Representative’s Enhancement Payment of \$7,500, and \$15,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$15,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees, which are defined as all non-exempt employees who have or continue to work for Defendants in California from April 29, 2020 up to .

The number of weeks you worked during the Class Period and your estimated share of the Net Settlement Amount and PAGA Payment (“Claim Amount”) is stated on the first page of this Notice of Settlement. During the Action, Defendants paid individual settlements to an estimated 116 Class Members who agreed to sign a release in exchange for consideration based on the number of workweeks in which they worked during the Class Period. Any payment due to one of these individuals based on the allocation formula for the Net Settlement Amount set forth herein will be offset by the amount previously paid as part of an individual settlement to that individual (“Defendants’ Offset”). The Claim Amount shown on the first page of this Notice of Settlement accounts for any offset applicable to your Claim Amount as a result of any prior settlement payments you may have received. The actual amount you will receive under the Settlement may be more or less than the amount stated on the first page of this Notice of Settlement depending on the actual number of weeks worked by participating Class Members, the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA Payment.

B. Claim Amounts and Allocation Between Class Members and Aggrieved Employees

Defendants will pay Claim Amounts through the Claims Administrator, as described below, to each Class Member who does not submit a Request for Exclusion Form and to all Aggrieved Employees. All Claim Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Claim Amounts payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as 80% for disputed interest, statutory penalties, and other non-wage damages for which IRS Forms 1099-MISC will issue and 20% for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to

Aggrieved Employees will be paid as 100% for civil penalties for which IRS Forms 1099-MISC will issue.

Class Members and Aggrieved Employees do not need to take any action to participate in the settlement. Payments will be automatically made to Class Members and Aggrieved Employees. Each Class Member's share ("Claim Amount") will be determined by dividing their total weeks worked within California ("Qualifying Workweeks") during the Class Period by the total Qualifying Workweeks by all Class Members within the Class Period. That number will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their Qualifying Workweeks worked within the PAGA Claim Period by the total Qualifying Workweeks for all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. To the extent the calculation of the Claim Amount (including the Defendants' Offset) results in an amount less than the equivalent of one Qualifying Workweek, that Class Member shall receive an allocation of one Qualifying Workweek.

Receipt of the Claim Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes

For each Class Member and Aggrieved Employee, the amount payable will be calculated by the Claims Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Claims Administrator. Defendants' records and any additional evidence will be reviewed by the Claims Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or Aggrieved Employee. If a Class Member or Aggrieved Employee disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or Aggrieved Employee. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. The dispute will be resolved by the Claims Administrator based on the records and evidence provided. The Claims Administrator's decision on all disputes will be final and binding.

D. Release of Claims

For those Class Members who do not submit a Request for Exclusion Form ("Qualified Claimants") and all Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not timely submit a Request for Exclusion Form will be deemed to have released any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, damages, and/or causes of action (whether contingent or accrued) that are asserted in the Complaint and any additional wage and hour claims that could have been brought based on the facts alleged in the operative Complaint, through the Class Period, including, without limitation claims for (1) failure to pay overtime, (2) failure to pay minimum wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) unreimbursed business expenses, (8) failure to pay regular rate of pay for overtime, paid sick leave, and meal premiums (including the calculation of shift differentials, pay stipends, and bonuses into the regular rate of pay), (9) unfair competition based thereon, and (10) a claim for civil penalties under the PAGA based thereon Period ("Qualified Claimants Released Claims"). This release excludes the release of claims not permitted by law. The Qualified Claimant's Released Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do timely submit a Request for Exclusion Form.

Aggrieved Employees will be deemed to have released all claims that were brought under the Private Attorneys General Act, Labor Code § 2698, *et seq.*, based on the facts or claims alleged in the Action during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

E. Attorneys' Fees and Costs

Defendants have agreed to pay Class Counsel's attorneys' fees and costs as approved by the Court, up to a maximum of one-third of the Gross Settlement Amount which equals \$216,666.67, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Gross Settlement Amount.

F. Reasonableness of Settlement

All attorneys for the Parties to the Action believe the amounts payable to Class Members, Aggrieved Employees, and amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement

If you wish to participate in the Settlement and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order, if the Settlement receives final approval. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement

If you do not wish to participate in the Settlement, you may submit a Request for Exclusion Form provided to you with this Notice of Settlement. The Request for Exclusion Form must be signed and mailed back to the Claims Administrator no later than [redacted]. The Claims Administrator's mailing address for the Request for Exclusion Form is as follows:

[admin info]

If you submit a Request for Exclusion Form which is not postmarked by [redacted], your Request for Exclusion will be rejected, and you will be bound by the release and all other terms of the Agreement. If the Exclusion Form is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion Form. Any Class Member who submits a complete and timely Request for Exclusion Form shall, upon receipt by the Claims Administrator, no longer be a Class Member and will not receive any related portion of the Net Settlement Amount. However, even if a Class Member opts out of the Settlement, he or she will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Agreement by submitting the enclosed Objection Form to the Claims Administrator at the address identified above. Any timely submitted Objection Forms will be presented to the Court for Consideration. However, if the Court rejects your stated objection, you will still be bound by the terms of the Agreement. You can ask the Court to deny final approval of the Settlement by submitting the Objection Form. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies final approval, no settlement payments will be issued and the lawsuit will continue. The Objection Form must be completely filled out, be signed, and be post-marked no later than [redacted] for consideration by the Court.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

After the Court grants final approval of the Settlement, each and every Class Member who did not submit a timely and complete Request for Exclusion Form and each and every Aggrieved Employee will release Defendants and the Released Parties from the Qualified Claimants' Released Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the settlement, you will be deemed to have entered into this release and to have released the above-described claims. In addition, you will be barred from suing Defendants and the Released Parties

with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 6 of the Riverside County Superior Court, Historic Court House, 4050 Main Street, Riverside, CA 92501 on [] at [] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, an Enhancement Payment to the Class Representative, and Claims Administrator Costs. The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing, unless you wish to object to the settlement.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at the Claims Administrator's website: [admin web address]. You may also view the case file online at the Court's website (epublic-access.riverside.courts.ca.gov/public-portal) by clicking "Case Number Search" and entering CVRI2102264. The full text of the Agreement can be found at Exhibit A to the document entitled "Exhibit List and Exhibits In Support of Plaintiff's Motion for Preliminary Approval Of Class Action and PAGA Settlement," filed on [date]. If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Jessica L. Hart
Shimoda Law Corp.
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Yesenia Gallegos
Marjorie Soto
McDermott Will & Emery LLP
2049 Century Park E, Ste 3200
Los Angeles, CA
90067-3206
Phone: 310-788-4199
On behalf of Defendants

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT

EXHIBIT F

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

REQUEST FOR EXCLUSION FROM SETTLEMENT

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE THIS FORM AND RETURN IT TO THE CLAIMS ADMINISTRATOR AS OUTLINED IN THE NOTICE OF SETTLEMENT BY [REDACTED]

By signing and returning this form, I confirm that I have read the Notice of Settlement and that I want to opt out of, and be excluded from, the class action settlement in the case of *Franco v. Rancho Family Medical Center, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. I understand that by opting out of the Settlement I will not receive any payment which I might otherwise be entitled to as a Class Member, and will not receive any related portion of the Net Settlement Amount or be bound by the terms effecting Class Members. I further understand that even if I opt out of participating in the Settlement as a Class Member, I will remain an Aggrieved Employee and will receive a share of the PAGA Payment.

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

Signature

Date

First Name, Middle Initial, Last Name

EXHIBIT G

Franco v. Rancho Family Medical Group, Inc., et al

Riverside County Superior Court, Case No. CVRI2102264

OBJECTION FORM

**IF YOU WISH TO OBJECT TO THE SETTLEMENT DESCRIBED IN THE
ACCOMPANYING NOTICE, PLEASE COMPLETE THIS FORM.**

CPT ID: «ID»
«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

INSTRUCTIONS

Please review the Notice of Settlement for information about the class action settlement in the case of *Franco v. Rancho Family Medical Group, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2102264. If you wish to object to the class action settlement, you must complete and return this form to the Claims Administrator by [REDACTED]. Please provide the following information to support your objection:

- 1) Name: _____
- 2) Dates of Employment: _____
- 3) Describe the nature and basis for your objection to the settlement. Please provide any documents and/or legal authority you feel may support your objection for consideration. You may continue on the back of this document or attach additional pages if necessary:

By signing below, I declare, under penalty of perjury based on the laws of the state of California, that I am the individual identified on this notice and the information provided is true and correct.

(Date)

(Signature)

EXHIBIT H

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Jessica L. Hart (Cal. State Bar No. 331441)
Shimoda Law Corp.
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff SARA FRANCO
6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

15 RANCHO FAMILY MEDICAL GROUP,
16 INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No. CVRI2102264

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

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20	<i>Singer v. Becton Dickenson and Co.</i> ,	
21	2010 U.S. Dist. LEXIS 53416 (S.D. Cal. 2010).....	5
22	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F. 2d 759 (9th Cir. 1977)	11
23	<i>Waters v. Intern. Precious Metals Corp.</i> , 190 F. 3d 1291 (11th Cir. 1999)	12
24	FEDERAL STATUTES AND OTHER AUTHORITIES	
25	Fed. R. Civ. Proc., Rule 23(e)	7
26		
27		
28		

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

This Motion is brought seeking preliminary approval of a wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$650,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff Sara Franco (“Plaintiff”) brought this class action individually and on behalf of other similarly situated employees employed by Defendants Rancho Family Medical Group, Inc., and Rancho Health MSO, Inc. (“Defendants”). Plaintiff worked for Defendants in California from September 2017 through March 11, 2021, and was subject to all the same policies and practices that are alleged to be unlawful in this litigation. *See generally* Exhibit B (Plaintiff’s Operative Complaint); Declaration of Sara Franco (“Decl. Franco”) ¶ 2.

Plaintiff has alleged that Defendants 1) failed to pay overtime wages; 2) failed to pay minimum wages; 3) failed to provide legally compliant meal periods or pay the appropriate meal period premiums in lieu thereof; 4) failed to provide legally compliant rest periods or pay the appropriate rest period premiums in lieu thereof; 5) failed to provide accurate, itemized wage statements; 6) failed to pay final wages owed in a timely manner; 7) failed to pay reimbursement for all expenses incurred by employees; 8) failed to pay premium wages at the correct regular rate of pay for overtime, paid sick leave, and meal and rest period premiums (*i.e.* including within the regular rate of pay calculation shift differentials, pay stipends, and bonuses); and 9) engaged in unfair competition based on these alleged violations. *See generally* Exhibit B. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). These violations primarily stem from Plaintiff’s allegations that Defendants violated California law by 1) failing to correctly incorporate the value of the non-discretionary remuneration, such as, but not limited to, shift differentials, pay stipends, and bonuses into Class Member’s and Aggrieved Employees’ regular rate of pay when calculating overtime, double time, meal and rest period premiums, or sick pay; 2) failing to provide meal and rest periods in compliance with California law due to understaffing and workflow issues, or pay premiums in lieu thereof; 3) failing to pay employees for all hours worked due their failure to pay for time employees spent waiting to clock into work; 4) failing to pay reimbursements for

1 business-related cell phone use; and 5) failing to accurately itemize the hours and wages earned on
2 paystubs issued to Class Members and Aggrieved Employees. The waiting time penalties, unfair
3 competition, and PAGA claims are derivative of these violations. *See* Exhibit B. Plaintiff has
4 contended that this is a meritorious class action lawsuit and that this case is appropriate for class
5 certification for settlement purposes as the requisites for class certification in this case can be satisfied.
6 *See* Exhibit B.

7 Defendants have denied all of Plaintiff's allegations in their entirety and any liability or
8 wrongdoing of any kind. *See* Declaration of Justin P. Rodriguez ("Decl. Rodriguez"), ¶ 5. Defendants
9 have denied that this case is appropriate for class certification other than for purposes of settlement and
10 that Plaintiff would have difficulty proving class certification is proper here. *See id.* However, subject
11 to approval by the Court, the parties have been able to compromise and settle all asserted claims for
12 monetary compensation as a result of extensive investigations, informal document and data exchanges,
13 and extended negotiations relating to all aspects of the asserted claims. *See* Exhibit A. Plaintiff's
14 counsel is convinced that the proposed Agreement is in the best interest of the Class Members based on
15 the discovery, investigations, negotiations, and a detailed knowledge of the issues in this case. *See*
16 Decl. Rodriguez, ¶¶ 3, 6-12. The prospect of potential class certification issues and the uncertainty of
17 class certification, difficulties of complex litigation, the lengthy process of establishing specific
18 damages and various possible delays and appeals were carefully considered by Plaintiff and Plaintiff's
19 counsel in agreeing to the proposed Agreement. *See id.*

20 It is well within the discretion of this Court to grant preliminary and conditional approval of the
21 Agreement, which satisfies all of the criteria for preliminary settlement approval under California law.
22 Accordingly, Plaintiff requests that the Court: (1) provisionally and conditionally certify the proposed
23 settlement class; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit
24 A); (3) set dates for and direct distribution to the class of the Notice of Settlement, Request for
25 Exclusion Form, and Objection Form (Exhibit E, Exhibit F, and Exhibit G, respectively), which
26 provides Class Members information regarding the settlement, including information regarding the
27 opportunity to opt-out of, or object to, the Agreement and notifies each Class Member of their expected
28

1 pro rata share of the settlement; and (4) adopt the implementation schedule contained in the proposed
2 order and schedule a final approval hearing.

3 **II. PROCEDURAL AND LITIGATION HISTORY**

4 On April 29, 2021, Plaintiff filed notice with the LWDA identifying the specific California
5 Labor Code Sections Plaintiff alleged were violated as well as the facts and theories supporting claims.
6 *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Rodriguez, ¶ 3. Plaintiff filed a class action
7 complaint on approximately May 10, 2021, in the Riverside County Superior Court against Defendants.
8 After exhausting administrative remedies, Plaintiff filed a First Amended Class Action Complaint on
9 approximately July 7, 2021, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a
10 motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

11 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

12 Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA
13 claims, and potential damages for such claims. *See* Decl. Rodriguez, ¶¶ 2-3, 6-12. Plaintiff worked
14 during the time all of Defendants' policies and practices at issue in the Complaint were in effect and
15 provided information regarding these policies and practices, enabling pre-filing investigations to take
16 place. *See* Decl. Franco ¶¶ 2-3, 5. The parties engaged in informal discovery and exchange of
17 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
18 data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims.
19 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
20 damages, the scope and configuration of Class Members, the content and implementation of the wage
21 and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
22 *See* Decl. Rodriguez, ¶¶ 6-7. The information allowed Plaintiff to determine the extent and frequency
23 of any violations in accordance with Plaintiff's contentions and create an accurate damages model to
24 assess the reasonableness of any settlement. *See id.*

25 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

26 **a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations**

27 A final settlement occurred only after extended, and sometimes contentious, arm's length
28 negotiations. Over the course of approximately six (6) months, Plaintiff has been investigating the

1 claims and discussing with Defendants' counsel the merits of the claims and certification issues present
2 in this case. *See id.* at ¶¶ 6-10. The parties exchanged substantial amounts of information and legal
3 analysis regarding the asserted claims. *See id.* Then, only after nearly six (6) months of litigation and
4 negotiation, which included a full day mediation with Lisa Klerman, Esq., the parties able to reach a
5 mutually agreeable settlement. *See id.* at ¶ 8. In light of the claims and defenses at issue, the parties
6 agreed to a Gross Settlement Amount of 650,000. *See* Exhibit A.

7 **b. The Terms of the Settlement**

8 Under the settlement agreement, Defendants have agreed to the following:

9 1. The following groups of individuals are covered by the Settlement (*See* Exhibit A, ¶¶
10 1.2, 1.8, 1.9, 1.27):

11 All non-exempt employees who have or continue to work for Defendants
12 from May 10, 2017, up to either (1) the Preliminary Approval Date, or (2)
November 7, 2021, whichever is earlier (Class Members & Class Period)

13 All non-exempt employees who have or continue to work for Defendants in
14 California from April 29, 2020 up to either (1) to the Preliminary Approval
15 Date or (2) November 7, 2021, whichever is earlier (Aggrieved Employees
& PAGA Claim Period)

16 2. Pay the Gross Settlement Amount of \$650,000, which is exclusive of the employer's
17 share of payroll taxes, to resolve and release the claims alleged in the Complaint and any further claims
18 that could be based on the facts alleged in the Complaint. *See id.* at ¶¶ 1.1, 1.11, 1.33, 1.35, 5.1., 6.1-
19 6.3. No portion of the Gross Settlement Amount will revert to Defendants. *See id.* at ¶ 5.6. Aggrieved
20 Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of
21 being Class Members. *See id.* at ¶ 7.5.1.

22 3. The parties agree that up to \$7,500 for Plaintiff Sara Franco will be paid as a Class
23 Representative Enhancement Payment. This amount will be in addition to any amount Plaintiff may be
24 entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

25 4. The parties agree that the Claims Administrator Costs shall be paid from the Gross
26 Settlement Amount. Subject to Court approval, the parties have selected Simpluris, Inc. to act as the
27 Claims Administrator, who has provided a maximum cost estimate of \$8,500 to administer the class
28 settlement. *See generally* Declaration of Eric Springer ("Decl. Springer"); *see also* Exh. C to Decl.

1 Springer. The difference between any actual Claims Administrator Costs and the \$10,000 allocated
2 under the Agreement, if any, will be paid to Class Members on a pro rata basis. *See* Decl. Rodriguez, ¶
3 23.

4 5. The parties agree that \$15,000 of the Gross Settlement Amount shall be allocated to
5 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
6 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
7 5.5. Given the derivative nature of the penalties, the efforts by Defendants to maintain compliant
8 policies and take corrective action, the lack of any widespread complaints lodged by Class Members
9 during their employment, the presence of what may likely be deemed good faith disputes, and the
10 Court's discretion to reduce any penalty award, Plaintiff believes the \$15,000 PAGA allocation
11 represents a meaningful settlement aimed at deterring non-compliance given the facts of this case. *See*
12 Decl. Rodriguez, ¶ 9.i.; *see Davis v. Cox Commc'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514,
13 *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Jack v.*
14 *Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA
15 allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416,
16 *2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v.*
17 *Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
18 allocation in \$1,026,000 settlement); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052,
19 at *7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement).

20 6. The parties agree that up to one third (1/3) of the Gross Settlement Amount
21 (\$216,666.67) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case.
22 Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See*
23 *id.* at ¶ 5.2. Additionally, the parties agree that Plaintiff will also be entitled to the actual litigation
24 costs as approved by the Court in an amount not to exceed \$15,000. *See id.* The difference between
25 any awarded fees and costs and the allocated amounts will be redistributed to Class Members on a pro
26 rata basis. *See* Exhibit A, ¶ 5.2. The proposed Notice of Settlement to be sent to Class Members will
27 state this information. *See* Exhibit E.
28

1 7. Any Claims Administrator Costs, any amounts paid for attorneys' fees and costs, the
2 Class Representative Enhancement Payment, and PAGA Payment will be paid out from the Gross
3 Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

4 8. In consideration for the value received in the Agreement, Class Members who fail to
5 timely opt-out of this settlement will waive all Qualified Claimant's Released Claims as set forth in the
6 Agreement. *See* Exhibit A, ¶¶ 1.32-1.33. Aggrieved Employees will waive all Released PAGA Claims
7 as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at
8 1.34, 7.5.1.

9 9. For any portion of the Net Settlement Sum or PAGA Payment allocated to Qualified
10 Claimants and/or Aggrieved Employees that is not claimed by them by cashing their respective
11 settlement checks within 120 days, the remaining amount shall be paid 50/50 to Capital Pro Bono, Inc.
12 and the Center for Workers Rights under the doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.6. Utilizing *cy*
13 *pres* beneficiaries is reasonable and appropriate in this case pursuant to California Civil Procedure
14 Code section 384(a) to ensure any unclaimed fund are distributed to the fullest extent possible in a
15 manner that furthers the purposes of this wage and hour class action and PAGA case. Both proposed *cy*
16 *pres* beneficiaries provide wage and hour advice clinics and limited representation services to
17 California employees who are unable to afford their own legal representation. *See generally*
18 Declaration of Heather Tiffie; Declaration of Daniela Urban. These services promote the same goals
19 of this lawsuit, which is to help ensure workers are paid their wages due. Plaintiff's counsel has
20 volunteered with both of these entities and can attest to the services offered and their satisfying the
21 intent behind California Civil Procedure Code section 384. *See* Decl. Rodriguez, ¶ 25.

22 **c. Allocation of Settlement Funds**

23 Payment to Qualified Claimants and Aggrieved Employees of their Claim Amount will not
24 require the submission of a claim form. A Net Settlement Amount will be determined by subtracting
25 from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any
26 Enhancement Payment to the Class Representative, the Claims Administrator Costs, and the PAGA
27 Payment. Each Class Member's share will be determined by dividing their total weeks worked within
28 the Class Period by the total weeks worked by all Class Members within the Class Period. That

1 fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's
2 individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion
3 of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA
4 Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period.
5 That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the
6 Aggrieved Employee's individual share. *See* Exhibit A, at ¶ 5.8. To the extent that an individual was
7 one of the 116 Class Members who was previously paid under an individual settlement agreement, any
8 payment due to them based on the allocation formula for the Net Settlement Amount set forth above
9 will be offset by the amount previously paid to them under the individual settlement. *See id.*; Decl.
10 Rodriguez, ¶¶ 11-12.

11 V. ARGUMENT

12 a. Class Action Settlements are Subject to Court Review and Approval Under the 13 California Rules of Court

14 A class action may not be dismissed, compromised, or settled without Court approval and the
15 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
16 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
17 4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(l)(2) (requiring Court review of PAGA
18 settlements). However, courts should give "proper deference to the private consensual decision of the
19 parties," since "the court's intrusion upon what is otherwise a private consensual agreement negotiated
20 between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment
21 that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
22 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned."
23 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998). Where a settlement is reached on terms
24 agreeable to all parties, a court should disapprove of the settlement "only with considerable
25 circumspection." *Jamison v. Butcher & Sherrerd*, 68 F.R.D. 479, 481 (E.D. Pa. 1975). The law favors
26 settlement of lawsuits, particularly class actions and other complex cases where substantial resources
27

28 ¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Neary v. Regents of*
2 *Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

3 **b. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

4 The purpose of the Court's preliminary evaluation of a proposed class action settlement is to
5 determine only whether the proposed settlement is within the range of possible approval and whether
6 notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is
7 warranted. *See Wershba*, 91 Cal. App. 4th at 234-35. If the Court finds a proposed settlement falls
8 within "the range of reasonableness," it should grant preliminary approval of the class action settlement.
9 *See, e.g., North County Contr.'s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90
10 (1994). To make the fairness determination, the Court must consider several factors, including:

11 the strength of the Plaintiff's case, the risk, expense, complexity and likely
12 duration of further litigation, the risk of maintaining class action status
13 through trial, the amount offered in settlement, the extent of discovery
14 completed and the stage of the proceedings, the experience and views of
counsel, the presence of a governmental participant, and the reaction of the
class members to the proposed settlement.

15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its
16 analysis with a presumption that the proposed settlement is fair. "A presumption of fairness exists
17 where: (1) the settlement is reached through arm's length bargaining; (2) investigation and discovery
18 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
19 litigation; and (4) the percentage of objectors is small." *Id.* at 1802.

20 **i. The Settlement is a Result of Extensive, Non-Collusive Arm's Length**
21 **Negotiations Between the Parties**

22 Settlement in this case was reached only after litigation and extensive arm's length negotiations
23 lasting nearly six (6) months, which included a full day mediation with Lisa Klerman, Esq. *See Decl.*
24 *Rodriguez*, ¶¶ 6-12. At all times, the negotiations were adversarial and contentious, although still
25 professional in nature. *See id.* Further, while Plaintiff contends she would ultimately prevail on the
26 claims and the issue of certification, this is not a certainty and there is substantial risk in proceeding to
27 further litigation. *See id.* The ability to secure a guaranteed settlement now and ensure class members
28

1 receive some compensation, rather than proceed to further litigation and potentially recover nothing, was
2 a motivating factor in reaching this settlement. *See id.*

3 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
4 **Information to Enter Into an Informed and Reasonable Settlement**

5 The parties were in possession of all necessary information during the negotiations. The parties
6 engaged in substantial informal discovery and exchange of documents, including a representative
7 sampling of employee data, such as timecards, paystubs, payroll data and relevant policies for the
8 entirety of the statute of limitations applicable to the alleged claims, which covered all aspects of the
9 class claims and helped thoroughly vet the extent of Plaintiff's claims against Defendants and create an
10 accurate damages model. *See id.* at ¶¶ 6-12. Plaintiff was in possession of this information prior to
11 calculating the potential damages in this case. *See id.* As a result, Plaintiff was able to make a
12 reasonable estimation of Defendants' potential liability. *See id.* For these reasons, the settlement now
13 before the Court was reached at a stage where “the parties certainly have a clear view of the strengths
14 and weaknesses of their cases” sufficient to support the settlement. *Boyd v. Bechtel Corp.*, 485 F. Supp.
15 610, 617 (N.D. Cal. 1979).

16 **iii. Plaintiff's Counsel is Experienced in Similar Litigation**

17 Plaintiff's counsel has considerable experience in class actions and wage and hour litigation.
18 Plaintiff's counsel has brought and is currently bringing several wage and hour class and/or PAGA
19 actions. Thus, Plaintiff's counsel is qualified to evaluate the class claims, value of settlement versus
20 moving for certification and going to trial, and the viability of possible affirmative defenses. *See Decl.*
21 *Rodriguez*, ¶¶ 13-21. Plaintiff's counsel believes that the settlement is fair and reasonable in light of the
22 complexities of the case, the uncertainties of class certification and litigation, and the secured benefit to
23 the class. *See id.* at ¶ 6.

24 **iv. The Settlement is Fair and Reasonable Based on the Strength of Plaintiff's Case**
25 **and the Risks and Costs of Further Litigation**

26 A review of the Agreement's terms does not give rise to any doubts about its fairness. Based on
27 the records and facts of this case, Plaintiff has secured a gross recovery of approximately 37.2% and a
28 net recovery of approximately 22.3% of the claims' likely value. *See id.* at ¶¶ 9-12. Additionally, the

1 average net award per class member is approximately \$1,662.93, the highest possible award is
2 approximately \$3,335.59, and the lowest possible award is approximately \$14.22. *See id.* at ¶ 11. This
3 settlement is a reasonable compromise of the class and PAGA claims, and is within the percentile
4 ranges of the total available damages that have been approved in other class settlements. *See Wershba*,
5 91 Cal. App. 4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers*
6 *for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Techs.*,
7 *Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (noting that certainty of recovery in settlement of
8 6% of maximum potential recovery after reduction for attorney’s fees was higher than median
9 percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000
10 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017) (approving
11 a settlement where the net recovery to class members was approximately 7.5% of the projected
12 maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS 130878 (E.D.
13 Cal. 2017): (approving a settlement with a gross recovery of 11% of the projected maximum damages
14 available and a net recovery of approximately 6.7% of the projected maximum recovery);
15 *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal 2015) (approving a settlement where
16 the gross recovery was approximately 8.5% of the projected maximum recovery).

17 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

18 The case of *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) requires additional
19 information be presented to the Court, acting as a fiduciary for the absent class members “to ensure that
20 the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims
21 being released, discounted by the risks and expenses of attempting to establish and collect on those
22 claims by pursuing the litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los*
23 *Angeles*, 186 Cal. App. 4th 399 (2010), clarified that a *Kullar* showing does not require the parties to
24 submit an illusory prediction of the outer reaches of exposure without taking into account the actual
25 risks of certification, decertification, dispositive motions, and trial. *Kullar* also does not require an
26 explicit statement of the maximum amount the plaintiff class could recover if it prevailed on all its
27 claims provided there is a record that allows “an understanding of the amount that is in controversy and
28 the realistic range of outcomes of the litigation.” *Id.* at 409. The *Munoz* Court found that the record

1 before the trial court was sufficient, having included the number of class members, payroll data,
2 declarations describing hours and overtime worked, as well as variances in duties and rest and meal
3 period experience, and a companion action alleging less than \$5,000,000 in damages. This information
4 constituted “an adequate basis from which to garner a reasonably adequate understanding of the amount
5 that is in controversy within the meaning of *Kullar*.” *Id.*

6 Plaintiff similarly relied upon payroll data and Class Members data to determine the realistic
7 potential damages suffered by the class as a whole. *See Decl. Rodriguez*, ¶¶ 6-12. This analysis
8 allowed Plaintiff to determine the extent and frequency of potential violations on all claims as to all
9 Class Members. *See id.* Ultimately, Plaintiff secured a percentage of the total demand for the putative
10 class that is within the range of what has been found to be sufficient in several other cases. *See, supra*,
11 Section V.c.iv; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. 1-*
12 *800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7
13 million where the maximum range of damages was \$5,000 for each of the alleged 300,000 instances of
14 unlawful recording violations (\$1.5 billion), equaling approximately .78% of the total demand and
15 approximately \$800 per class member). This settlement represents a reasonable compromise given the
16 percentage of the total demand that was secured, the average recovery per Class Member, the Court’s
17 ability and discretion to cut PAGA penalties, and the uncertainty of class certification. *See Decl.*
18 *Rodriguez*, ¶¶ 9-12.

19 **vi. Attorneys’ Fees and Costs, Class Representative Enhancement Payment, and**
20 **Claims Administrator Costs**

21 If the Court grants preliminary approval and sets a final approval hearing, Plaintiff will file a
22 motion for attorneys’ fees and costs, a Class Representative Enhancement Payment, and Claims
23 Administrator Costs concurrently with, and to be heard at the same time as, the final approval motion.
24 Plaintiff will be seeking fees of up to 1/3 of the Gross Settlement Amount under the common fund
25 doctrine and will provide all documents and facts to support the requested amounts in connection with
26 the motion. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a
27 common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s
28 fee from the fund as a whole.”); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977);

1 *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d
2 1291 (11th Cir. 1999); *see also Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half*
3 *Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 566
4 (2004). The Notice of Settlement will state the amount of attorneys fees and costs, Class
5 Representative Enhancement Payment, and Claims Administrator Costs being sought. *See Exhibit E at*
6 *pg. 2, § II.A.* Any allocated amounts not ultimately awarded by the Court will be distributed to Class
7 Members pro rata. *See Exhibit A, ¶¶ 5.2-5.4.*

8 **c. The Proposed Notice Procedures Comply With Class Members' Due Process Rights**

9 Due process requires the best notice practicable under the circumstances. *See Briseno v.*
10 *ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017). The content of the notice is sufficient if it
11 “generally describes the terms of the settlement in sufficient detail to alert those with adverse
12 viewpoints to investigate and to come forward and be heard,” which includes information regarding “(i)
13 the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or
14 defenses; (iv) that a class member may enter an appearance through an attorney if the member so
15 desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time
16 and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members . . .”
17 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (quoting *Mendoza v. United*
18 *States*, 623 F.2d 1338, 1352 (9th Cir. 1980)); Fed. R. Civ. Proc. 23(c)(2)(B). In the present case, the
19 proposed Notice of Settlement, Request for Exclusion Form, and Objection Form includes all required
20 information to reasonably inform Class Members about the Agreement, its terms, how to participate,
21 how to exclude oneself, how to submit an objection the proposed Agreement, and Class Members’
22 estimated individual share. *See Exhibit E.* Defendants have warranted that Class Members and
23 Aggrieved Employees are all over the age of eighteen (18) and are able to read, write, and understand
24 English such that no translation of the Notice of Settlement, Request for Exclusion Form, or Objection
25 Form is required. *See Exhibit A, ¶ 7.2.* Furthermore, the notice procedure enlists an exhaustive,
26 reasonable process to ensure Class Members receive notice of the settlement and accounts for various
27 unique circumstances that might affect notice. *See Exhibit A, ¶¶ 1.22-1.23, 4.1-4.5, 7.1-7.8.4.* Class
28 Members last known mailing addresses will be processed through the United States Postal Service’s

1 National Change of Address database to update and confirm their current mailing addresses. *See*
2 Exhibit A, ¶¶ 7.2-7.4. Any Class Member mailings returned as undeliverable will be subject to further
3 investigations, including utilizing social security numbers to perform skip traces for alternative and/or
4 more recent addresses. The Agreement and preliminary approval filings will also be available on a web
5 address maintained by the Claims Administrator. These measures reasonably ensure Class Members
6 will receive notice of the Settlement.

7 **d. Provisional Certification of the Class is Appropriate**

8 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
9 defined community of interest in the questions of law and fact involved affecting the parties to be
10 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
11 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
12 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
13 Here, the parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

14 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

15 The proposed settlement class is ascertainable because all putative class members can be readily
16 identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7 Cal.5th
17 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166
18 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 355 individuals
19 who fall within the definition of Class Member, which makes joinder of all members impracticable.
20 *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531
21 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no set minimum to
22 meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus,
23 these requirements are satisfied.

24 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

25 The commonality requirement is met when there are questions of law or fact regarding the class
26 as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or
27 factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See*
28 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d

1 447, 460 (1974). Common questions of law or fact must also predominate over individual questions
2 and class-wide treatment of a dispute must be superior to individual litigation.² See *Richmond*, 29
3 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication
4 by representation. See *Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the
5 named representative are typical of those of the class, though “they need not be substantially identical.”
6 *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

7 The common questions of law and fact in this case stem from Plaintiff’s contention that
8 Defendants 1) failed to correctly incorporate the value of the non-discretionary remuneration, such as,
9 but not limited to, shift differentials, pay stipends, and bonuses into Class Member’s and Aggrieved
10 Employees’ regular rate of pay when calculating overtime, double time, meal and rest period premiums,
11 or sick pay; 2) failed to provide meal and rest periods in compliance with California law due to
12 understaffing and workflow issues, or pay premiums in lieu thereof; 3) failed to pay employees for all
13 hours worked due their failure to pay for time employees spent waiting to clock into work; 4) failed to
14 pay reimbursements for business-related cell phone use; and 5) failed to accurately itemize the hours
15 and wages earned on paystubs issued to Class Members and Aggrieved Employees. See Exhibit B.
16 The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations.
17 See *id.* Plaintiff and the Class Members seek the same remedies under state law. Under these specific
18 circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality
19 requirement, Plaintiff contends she suffered from the same unlawful policies, treatment, and
20 circumstances as Class Members did, will request the same remedies, and will rely on the same
21 methods of proof to establish liability and damages. See *id.* Thus, the typicality requirement is also
22 satisfied for settlement purposes.

23 **iii. The Adequacy Requirement is Met**

24 The adequacy of representation requirement is met if the named representative and counsel have
25 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
26 the case on behalf of the class. See *Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
27

28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. See *Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed settlement,
2 Plaintiff and the Class Members will receive a pro rata share of the settlement based on the number of
3 workweeks they worked for Defendants. *See* Exhibit A. Finally, any Class Member who wishes to
4 opt-out of the settlement may do so, and he or she may also dispute the number of workweeks stated in
5 the Notice of Settlement (Exhibit E).

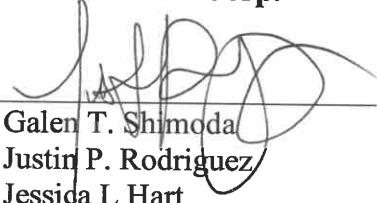
6 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
7 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
8 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
9 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
10 engaged Defendants' counsel in litigation and settlement discussions over the course of approximately
11 six (6) months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour
12 claims. Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims,
13 the adequacy requirement is met. *See generally* Decl. Rodriguez.

14 VI. CONCLUSION

15 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
16 conditionally certify the class for settlement purposes; grant preliminary and conditional approval to the
17 proposed settlement, including the Plaintiff's Class Representative Enhancement Payment, the payment
18 to the LWDA under PAGA, and Class Counsel's application for reasonable attorneys' fees and costs;
19 approve the Notice of Settlement, including the proposed deadlines for opting-out of and objecting to
20 the settlement; and schedule the final settlement approval hearing. A copy of Plaintiff's proposed order
21 is being filed concurrently herewith.

22
23 Dated: October 19, 2021

Shimoda Law Corp.

24
25 By: 

Galen T. Shimoda

Justin P. Rodriguez

Jessida L Hart

Attorneys for Plaintiff

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5 Attorneys for Plaintiff SARA FRANCO
6 individually and on behalf of similarly situated employees

7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 SARA FRANCO, individually and on behalf
12 of all other similarly situated employees,

13 Plaintiff,

14 vs.

15 RANCHO FAMILY MEDICAL GROUP,
16 INC., a California Corporation; RANCHO
HEALTH MSO, INC., a Delaware
17 Corporation; and DOES 1 to 100, inclusive,

18 Defendants.
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Case No. CVRI2102264

CLASS ACTION

PROOF OF SERVICE

*Assigned to the Honorable Sunshine Sykes,
Department 6, for all purposes*

Reservation ID: 818205877015

Date: November 15, 2021

Time: 8:30 a.m.

Dept.: 6

Judge: Hon. Sunshine Sykes

Filed: May 10, 2021

FAC Filed: July 7, 2021

Trial Date: None Set

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On October 19, 2021, I served the following documents on the party below:

- 9 • PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS
- 10 • ACTION AND PAGA SETTLEMENT
- 11 • MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR
- 12 • PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 13 • EXHIBIT LIST AND EXHIBITS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
- 14 • APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 15 • DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF PLAINTIFF'S MOTION FOR
- 16 • PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 17 • DECLARATION OF SARA FRANCO IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
- 18 • APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 19 • DECLARATION OF ERIC SPRINGER ON BEHALF OF SIMPLURIS, INC. (PROPOSED CLAIMS
- 20 • ADMINISTRATOR) REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS
- 21 • ACTION AND PAGA SETTLEMENT
- 22 • DECLARATION OF DANIELA URBAN ON BEHALF OF THE CENTER FOR WORKERS RIGHTS
- 23 • (PROPOSED CY PRES BENEFICIARY) REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY
- 24 • APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- 25 • DECLARATION OF HEATHER TIFFEE ON BEHALF OF CAPITAL PRO BONO, INC. (PROPOSED CY
- 26 • PRES BENEFICIARY) REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF
- 27 • CLASS ACTION AND PAGA SETTLEMENT
- 28 • DECLARATION OF YESENIA GALLEGOS REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY
- APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT
- [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS
- ACTION AND PAGA SETTLEMENT

20 Marjorie Soto (SBN: 313290) 21 Yesenia Gallegos (SBN: 231852) 22 Cindy Liu 23 McDermott Will & Emery LLP 24 2049 Century Park East Suite 3200 25 Los Angeles, CA 90067 26 Phone: (310) 277-4110 27 Fax: (310) 277-4730 28 Email: mcsoto@mwe.com Ygallegos@mwe.com Clui@mwe.com	
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[] [By Mail] I am familiar with my employer's practice for the collection and
processing of correspondence for mailing with the United States Postal
Service and that each day's mail is deposited with the United States Postal

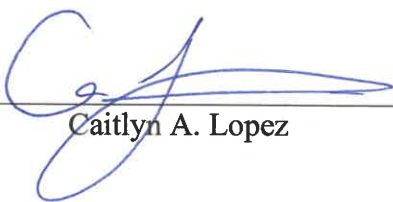
1 Service that same day in the ordinary course of business. On the date set
2 forth above, I served the aforementioned document(s) on the parties in
3 said action by placing a true copy thereof enclosed in a sealed envelope
4 with postage thereon fully prepaid, for collection and mailing on this date,
5 following ordinary business practices, at Elk Grove, California, addressed
6 as set forth above.

7 [] [By Personal Service] By personally delivering a true copy thereof to the
8 office of the addressee above.

9 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
10 above. No error was reported by the e-mail service that I used.

11 [] [By Overnight Courier] By causing a true copy and/or original thereof to
12 be personally delivered via the following overnight courier service: ____.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct, and that this declaration was executed on October 19, 2021, at Elk Grove,
15 California.

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Caitlyn A. Lopez