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DE BLOUW LLP**

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF VENTURA**

KIMBERLY KIPP and TIYANNA  
GRAVES, on behalf of the State of  
California, as a private attorney general,

Plaintiff,

v.

KINDERCARE EDUCATION LLC, A  
LIMITED LIABILITY COMPANY; AND  
DOES 1 THROUGH 50, INCLUSIVE,

Defendants.

Case No. **56-2021-00556612-CU-OE-VTA**

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

Hearing Date: July 12, 2022  
Hearing Time: 8:30 a.m.  
**Reservation No. 2648459**

Judge: Benjamin F. Coats  
Dept.: 43

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed Private Attorneys General Act  
9 Settlement Agreement and Release (“Agreement”) with Defendant KinderCare Education  
10 LLC (“Defendant”) is attached as Exhibit #1. A proposed order approving the PAGA  
11 settlement is submitted herewith.

12 3. Plaintiffs and Defendant agreed to mediate with Tripper Ortman, Esq. Prior to  
13 the mediation, the Parties conducted significant investigation and discovery of the facts and  
14 law. Defendant produced hundreds of pages of documents relating to its policies, practices,  
15 and procedures regarding paying non-exempt employees for all hours worked, overtime,  
16 meal and rest period policies, payroll and operations policies, and more. Plaintiffs were  
17 provided with sufficient records and data to determine the number of Aggrieved Employees  
18 and the number of workweeks in the PAGA Period. The Parties agree that the above-  
19 described investigation and evaluation, as well as the information exchanged during the  
20 settlement negotiations, are more than sufficient to assess the merits of the Parties’ positions  
21 and to compromise the issues on a fair and equitable basis. Plaintiffs’ theory of PAGA  
22 liability as argued at mediation alleged that Defendant required Plaintiffs and the alleged  
23 aggrieved employees to use their personal cell phones and vehicles for work-related purposes  
24 without reimbursing these necessary business expenses. Specifically, Defendant required  
25 employees to use their personal phones to clock in and out, as well as communicate with  
26 supervisors and coworkers, without reimbursing them for a reasonable portion of their  
27 monthly cell phone expenses. Plaintiffs also allege that Defendant required Plaintiff and  
28 other alleged aggrieved employees to use their personal vehicles from time to time for

1 pickups or drop offs at UPS for Defendant’s business purposes, but failed to reimburse these  
2 employees for accrued mileage. Plaintiffs also allege that Defendant failed to maintain  
3 accurate records of the hours actually worked by Plaintiffs and other alleged aggrieved  
4 employees, resulting in unpaid minimum and overtime wages. Specifically, Defendant  
5 requires its employees to clock in only for their pre-determined work schedules, regardless of  
6 when employees actually begin or end their work shift. Plaintiffs and other alleged  
7 aggrieved employees regularly performed work both before clocking in and after clocking  
8 out for their shifts, but were not accurately compensated for all of this time. Moreover,  
9 Defendant paid Plaintiffs and other alleged aggrieved employees various forms of non-  
10 discretionary incentive pay, such as “Premium Pay” and “Crisis Pay” for working during the  
11 pandemic, but failed to incorporate the value of the incentive pay into the regular rate of pay  
12 for purposes of paying overtime wages and meal period premiums. Instead, Defendant paid  
13 overtimes wages at 1.5 times the base rate of pay and meal premiums at the base rate in all  
14 pay periods, including those in which non-discretionary incentive pay was earned. Further,  
15 Plaintiffs allege Defendant failed to authorize and permit Plaintiffs and other alleged  
16 aggrieved employees to take all lawful rest periods to which they were entitled. Specifically,  
17 notwithstanding the written rest policy, in practice Defendant actively discouraged  
18 employees from taking rest periods and disseminated misinformation regarding employees’  
19 rest period rights. On February 28, 2022, the Parties engaged in an all-day mediation session  
20 before Mediator Tripper Ortman, Esq., a respected and experienced mediator knowledgeable  
21 of both the wage and hour laws and representative claims at issue in this action. Through  
22 arms-length negotiations with the assistance of the mediator, the Parties reached an  
23 agreement to settle the PAGA claims in the *Kipp* Action and *Graves* Action which led to the  
24 signing of a Memorandum of Understanding memorializing the settlement.<sup>1</sup> As part of the

25  
26 <sup>1</sup> Pursuant to separate Confidential Settlement Agreements, in addition to the Gross PAGA  
27 Settlement Amount, Defendant has agreed to separately pay Plaintiffs a sum certain in exchange for  
28 a general release of any and all individual claims arising out of employment with Defendant,  
including a waiver of any unknown claims pursuant to California Civil Code section 1542. The  
individual claims were not at issue in this action and exist independent and apart from the PAGA  
claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the

1 settlement, Plaintiff Kipp has filed a First Amended Complaint in the *Kipp* Action adding  
2 Tiyantha Graves as a Plaintiff and including the facts and allegations in the *Graves* Action.  
3 The settlement was negotiated in light of all known facts and circumstances and the  
4 uncertainty associated with litigation – including the risk of Plaintiffs not being able to  
5 maintain representative claims, the difficulty of proving Plaintiffs’ claims in a manageable  
6 trial, the merits of Defendant’s potential defenses, and the significant delay and potential  
7 appellate issues inherent to litigation – and was reached after extensive arm’s length  
8 negotiations, with the assistance of Mediator Ortman.

9         4.       The claim before this court is the representative claim under PAGA on behalf  
10 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed  
11 to settle this PAGA claim in its entirety after investigation and an arm’s length mediation  
12 session. The PAGA settlement is subject to Court approval consistent with Labor Code  
13 §2699(1)(2). (Settlement Agreement at ¶11). The Settlement Agreement negotiated by the  
14 Parties provides for a Gross Settlement Amount payment in the amount of \$345,000 to  
15 resolve the Plaintiffs’ “Representative PAGA Claims (hereinafter referred to as the “PAGA  
16 Settlement”). From this Gross Settlement Amount of \$345,000, there is a deduction of  
17 attorneys’ fees in the amount of \$115,000.00 (which is one-third of Gross Settlement  
18 Amount), reimbursement of incurred costs in the amount of \$22,856.40, Settlement  
19 Administration Costs not to exceed \$22,500, and PAGA service award payments in the  
20 amount of \$10,000.00 each to Plaintiffs Kipp and Graves. (Settlement Agreement at ¶¶ 4(a)-  
21 (c)).<sup>2</sup> After these deductions, the amount remaining is the “PAGA Fund”, which is estimated  
22 to be \$164,643.60. Of the PAGA Fund amount, seventy-five percent (75%) will be paid to  
23

24 “[s]ettlement of individual claims does not strip an aggrieved employee of standing, as the state’s  
25 authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

26 <sup>2</sup> In the event the Court approves less than 33 and 1/3% of the Gross Settlement Amount in  
27 Attorneys’ Fees or less than \$27,500 in Attorneys’ Expenses to PAGA Counsel, the unawarded  
28 difference will be added to the PAGA Fund and not to PAGA Counsel or the Defendant. In the event  
the Court approves less than \$22,500 to administer the settlement or if the actual cost to administer  
the settlement is less than \$22,500, the difference will be added to the PAGA Fund.

1 the LWDA and the remaining twenty-five percent (25%) will be paid to the Aggrieved  
2 Employees (the “Aggrieved Employees’ PAGA Portion”) (Settlement Agreement at ¶4(d)).  
3 “Aggrieved Employees” means “All individuals who are or were employed by KinderCare  
4 who were classified as non-exempt employees within the State of California from January 1,  
5 2020 and April 30, 2022 or the date the Court enters an order and judgment approving this  
6 settlement, whichever is earlier.” (Settlement Agreement at pg. 2). Each Aggrieved  
7 Employee will receive a portion of Aggrieved Employees’ PAGA Portion on a pro-rata basis  
8 (Settlement Agreement at ¶ 5). To determine each Aggrieved Employee’s Individual PAGA  
9 Payment, Kindercare will use the following formula: Settlement Payment = Aggrieved  
10 Employees’ PAGA Portion ( $\approx \$40,000 \times [\text{Pay Periods Worked by Individual Aggrieved}$   
11  $\text{Employee during the PAGA Period} \div \text{Total Pay Periods Worked by All Aggrieved}$   
12  $\text{Employees during the PAGA Period}]$ ). (Settlement Agreement at ¶5). The PAGA Period is  
13 the time period from January 1, 2020 to April 30, 2022. (Settlement Agreement at p. 2).  
14 Defendant has represented to PAGA Counsel the number of pay periods and Aggrieved  
15 Employees. Defendant represents that there are approximately 6,987 Aggrieved Employees  
16 who worked approximately 150,000 pay periods during the PAGA Period. (Settlement  
17 Agreement at ¶6). Upon entry of final judgment, the Released Parties shall be entitled to a  
18 release from the State of California and the Aggrieved Employees only for “the PAGA claim  
19 for violations of Labor Code §§ 201, 202, 203, 204, 221, 226, 226.3 226.7, 246, 246.5, 351,  
20 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, and 2802, as well as the applicable  
21 provisions of the Industrial Wage Orders, and for any other PAGA violations that could have  
22 been asserted in the action based on the factual assertions and legal assertions in the  
23 operative Complaints and/or PAGA Notices” attached to the Settlement Agreement as  
24 Exhibit B (all of the foregoing are collectively referred to as Plaintiffs’ “Representative  
25 PAGA Claims”). (Settlement Agreement at ¶2) The Settlement Agreement expressly states  
26 that “the settlement shall not impact Aggrieved Employees’ ability to assert individual Labor  
27 Code claims other than PAGA claims.” (*Id.*)<sup>3</sup>

28 \_\_\_\_\_  
<sup>3</sup> The Settlement Agreement also expressly states that “nothing contained herein shall be construed to

1           5. Attorneys' fees equal to one-third of the Gross Settlement Amount  
2 (\$115,000.00) and litigation expenses in an amount of \$22,856.40 will also be paid to PAGA  
3 Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1), as  
4 set forth in the Settlement Agreement.<sup>4</sup> Lastly, payment to the Settlement Administrator in  
5 an amount not to exceed \$22,500 to perform the administrative duties to distribute the  
6 settlement money shall also be paid.

7           6. As experienced counsel, we believe that the PAGA Settlement is fair  
8 and reasonable and therefore should be approved in light of Defendant's potential defenses to  
9 the violations at issue, the risks and costs of continued litigation. Here, the Gross Settlement  
10 Amount of \$345,000 is significantly more than many PAGA settlement amounts. This Gross  
11 Settlement Amount compares favorably to the estimated amount of PAGA penalties. With  
12 the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory  
13 PAGA civil penalties was potentially \$7,500,000 to \$15,000,000 based on 150,000 pay  
14 periods applicable to the Aggrieved Employees during the PAGA Period, which assumes  
15 that Plaintiffs could prove at least one Labor Code violation in each and every pay period  
16 during the PAGA period.<sup>5</sup> (Declaration of Nordrehaug, at ¶6.) Importantly, however, these  
17 calculations were performed at the maximum statutory rate for the penalties, when in fact, it  
18 is likely that any penalties awarded would be at a lower rate. California Labor Code Section  
19

20  
21 release the Labor Code section 203 claim for waiting time penalties based on the theory of  
22 KinderCare providing final pay card packets to terminated employees in the currently pending  
23 matter of *Rochelle Westmoreland v. Kindercare Education, LLC*, San Francisco Superior Court Case  
24 No. CGC-19-573125, and individuals who meet the definition of the Aggrieved Employees herein  
25 shall likewise be entitled to participate in any settlement in *Westmoreland* regardless of whether they  
26 are also included in this settlement.” (Settlement Agreement at ¶2)

24       <sup>4</sup> As set forth in the accompanying Declarations of Fletcher W. Schmidt and herein, PAGA Counsel  
25 incurred costs in the current amount of \$22,856.40, which is less than the cost allocation in the  
Settlement Agreement. See Declaration of Schmidt at ¶ 12 and herein below at ¶ 9.

26       <sup>5</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
27 The valuation of \$7,500,000 to \$15,000,000 is the civil penalty amount without stacking. If stacking  
28 is permitted, then the valuation increases with each additional penalty added to each pay period.  
Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases  
cited herein, only one penalty per pay period was assessed.

1 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based  
2 on the facts and circumstances to do otherwise would result in an award that is "unjust,  
3 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App.  
4 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which provided for a  
5 PAGA penalty of \$5 per pay period. While the plaintiff in *Carrington* alleged a maximum of  
6 \$70 million in penalties, after trial the plaintiff was only awarded \$150,000 for the 30,000  
7 proven violations. If *Carrington* is applied to this case, a realistic outcome at trial could be  
8 that only \$750,000 or less in PAGA penalties might be awarded. Therefore, at trial in this  
9 case, any PAGA penalties awarded could be significantly less than Plaintiffs' calculation  
10 even where Plaintiffs prevailed on the PAGA claim. Notably, the amount of the PAGA Fund  
11 here (\$160,000) is higher than was awarded after a PAGA trial in *Carrington v. Starbucks*..

12 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a  
13 violation for each period the employee worked in relation to meal or rest period violations  
14 and/or the payment of meal or rest period premiums, failure to pay minimum or overtime  
15 wages, failure to provide accurate itemized wage statements, failure to pay all earned wages  
16 to separating employees at time of separation, failure to reimburse for all necessary work  
17 expenses, failure to maintain accurate records and failure to pay all earned wages at least  
18 twice during each calendar month. Defendant maintains that Plaintiffs and the Aggrieved  
19 Employees were properly compensated, and that they did not violate the Labor Code.  
20 Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in the  
21 operative complaint which are resolved by the Settlement Agreement. Defendant asserted  
22 additional defenses to the PAGA claim, not only as to liability but also as to the amount of  
23 the penalties. Defendant could argue that no penalties prior to the PAGA notification should  
24 be awarded because the violations were not intentional, and at least one Court has so ruled.  
25 These defenses present a risk to the PAGA claims and the potential that some or all of the  
26 PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the  
27 violations at issue, the risks and costs of continued litigation, and the upcoming United States  
28 Supreme Court decision in *Viking River Cruises, Inc.*, Plaintiffs and their attorneys believe

1 that the PAGA Settlement is fair and reasonable. The PAGA Settlement, along with the  
2 other terms of the proposed settlement, were negotiated by experienced counsel at arm's  
3 length with the assistance of a private mediator, Tripper Ortman. As set forth in the  
4 accompanying proof of service, the LWDA has been provided notice of this motion and the  
5 PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not  
6 oppose the motion should be given considerable weight. This is not a situation where the  
7 Court needs to be concerned about the rights of absent employees as in a class settlement, as  
8 this PAGA-only settlement does not release the individual claims of absent employees, and  
9 the LWDA is a sophisticated government entity that is more than able to look out for its own  
10 rights.

11 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in  
12 the amount of \$115,000 representing one-third of the \$345,000 Gross Settlement Amount.  
13 The payment of attorneys' fees and costs to PAGA Counsel under the Settlement Agreement  
14 is supported by several factors. First, the requested fees are justified by the result achieved.  
15 PAGA Counsel negotiated a recovery of \$345,000, and this result justifies the requested fees  
16 equal to one third of this recovery. This percentage is within the standard contingent  
17 recovery percentage of one-third, and this percentage is what was expressly approved by the  
18 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the  
19 fee award is justified by the work performed. As detailed in the accompanying Declaration  
20 of Fletcher W. Schmidt at ¶9 [lodestar of \$99,120] and herein below [lodestar of  
21 \$68,783.75], the fee award represents an amount that is less than PAGA Counsel's current  
22 lodestar of \$167,903.75, i.e. a negative multiplier of 0.7, when a positive multiplier would  
23 ordinarily be warranted. Third, the consideration of the enhancement factors justify the  
24 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk  
25 of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the  
26 issues involved. As detailed in the accompanying billing statement, a true and correct copy  
27 of which is attached hereto as Exhibit #2, the current lodestar for my firm in this matter as of  
28 June 10, 2022 is \$68,783.75 for more than 116 hours of work prosecuting the claims being

1 resolved by this Settlement. This time does not include time incurred after the billing was  
2 finalized and the time spent managing the completion of the settlement, which I estimate will  
3 add at least \$20,000 to \$30,000 in additional lodestar. Pursuant to paragraph 4(a) of the  
4 Settlement Agreement, PAGA Counsel's Fees will be allocated 50% to Haines Law Group, APC  
5 and 50% to Blumenthal Nordrehaug Bhowmick De Blouw LLP.

6 9. The award of litigation expenses is based upon the actual expenses incurred by  
7 Plaintiffs and PAGA Counsel. PAGA Counsel will be recovering litigation expenses in the  
8 total amount of \$22,856.40 which is less than the \$27,500 allocation for costs in the  
9 Settlement Agreement, so the difference of \$4,643.60 will be added to the PAGA Fund  
10 amount. The litigation expenses incurred by my firm in the amount of \$789.50 were all  
11 reasonably necessary to the litigation, and are detailed in Exhibit #2 attached hereto.

#### 12 Experience and Qualifications

13  
14 10. I have represented hundreds of thousands of employees in hundreds of legal  
15 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal  
16 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the  
17 prosecution of wage and hour class action and PAGA action matters. The attorneys at  
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in  
19 hundreds of contested motions for class certification including many consolidated wage and  
20 hour matters.

21 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for  
22 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*  
23 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug  
24 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs  
25 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the  
26 substantive rights of the State of California under the California Private Attorney General  
27 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on  
28 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.

1 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted  
2 appellate work on the subject of class actions in the California Court of Appeals resulting in  
3 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.  
4 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an  
5 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,  
6 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In  
7 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily  
8 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top  
9 Labor & Employment Attorney 2016.

10 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated  
11 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug  
12 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress  
13 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior  
14 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*  
15 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare  
16 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.  
17 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*  
18 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,  
19 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*  
20 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,  
21 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*  
22 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.  
23 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*  
24 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San  
25 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000  
26 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-  
27 2018-00047639); and (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*,  
28 Superior Court for the County of San Bernardino, Case No. CIVDS2011822). Based upon

1 our significant experience litigating claims for PAGA penalties, the opinion of experience  
2 counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per  
3 pay period basis than similar settlements that Plaintiff's Counsel has negotiated and courts  
4 have approved.

5 (c) Then Chief Judge Irma Gonzales in a consolidated class action  
6 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik  
7 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."  
8 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).  
9 Examples of other contested actions where class certification was granted Blumenthal  
10 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour  
11 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS  
12 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-  
13 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*  
14 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.  
15 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS  
16 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-  
17 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*  
18 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some  
19 examples of heavily contested State Court wage and hour class actions where class  
20 certification was obtained and BNBD was appointed lead class counsel include *Spears v.*  
21 *Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560  
22 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP  
23 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara  
24 County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San  
25 Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*,  
26 Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union*  
27 *Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v.*  
28 *Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-

1 CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL  
2 (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219  
3 (Nov. 23, 2009).

4 (d) Over the course of the litigation, a number of attorneys in my firm have  
5 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug  
6 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as  
7 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.  
8 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De  
9 Blouw LLP have had extensive representative and class litigation experience, much of it in  
10 the area of consumer class actions, employment class actions, securities litigation, unfair  
11 business practices and other complex litigation. The attorneys at my firm have extensive  
12 experience in cases involving labor code violations and overtime claims. Class Counsel has  
13 litigated similar wage and hour cases against other employers on behalf of employees,  
14 including cases against Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,  
15 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,  
16 Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner,  
17 and California State Automobile Association. It is this level of experience which enabled the  
18 firm to undertake the instant matter and to successfully combat the resources of the  
19 defendants and their capable and experienced counsel. On account of the concerted and  
20 dedicated effort this case required in order to properly handle and prosecute, Class Counsel  
21 were precluded from taking other cases, and in fact, had to turn away other potential fee  
22 generating cases.

23 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP  
24 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to  
25 \$575, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the  
26 prevailing rates of attorneys in the local legal community for similar work and, if this were a  
27 commercial matter, these are the charges that would be made and presented to the client.  
28 These hourly rates have been approved by Court's throughout California, including the

1 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre  
2 Birotte Jr. explicitly found that Class Counsel’s “rates generally appear reasonable and ‘in  
3 line with those prevailing in the [relevant] community’—the Central District of California”.  
4 Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by  
5 comparing such rates with the rates of comparable counsel practicing complex and class  
6 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*  
7 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding  
8 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543  
9 average associate billing rate” are reasonable rates when compared within 21 other firms  
10 practicing in the Southern District of California.) This survey is useful to show that Class  
11 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes  
12 these types of class claims, such as Mayer Brown noted above who is defense counsel in  
13 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin  
14 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel  
15 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and  
16 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
17 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,  
18 the rates charged by my firm for comparable work are less than these examples, and are  
19 therefore undoubtedly reasonable.

20 13. Service Awards - The reasonableness of the requested service awards is also  
21 established by reference to the amounts that other California courts have found to be  
22 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty,*  
23 *LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding  
24 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP  
25 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*  
26 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr.  
27 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations,*  
28 *LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding

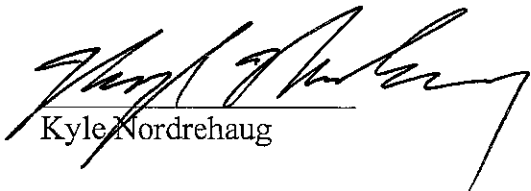
1 \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County  
2 Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs);  
3 *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles  
4 County Superior Court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

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

15 14. LWDA - The PAGA Notices sent to the LWDA by the Plaintiffs to initiate the  
16 PAGA claims are attached to the Settlement Agreement as Exhibit B. In addition, the  
17 LWDA is being served with this motion which includes the Settlement Agreement, as  
18 verified by the accompanying proof of service.

19 15. Settlement Administration – Phoenix Class Action Administrator Solutions  
20 was selected as the Administrator based upon the lowest estimate. A true and correct copy  
21 of the estimate from Simpluris is attached hereto as Exhibit #4, and the estimate provides for  
22 Settlement Administration Costs in the not to exceed amount of \$22,500.

23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct. Executed this 14th day of June, 2022, at San Diego, California.

25  
26  
27  
28  
  
Kyle Nordrehaug



PRIVATE ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs Kimberly Kipp and Tiyanne Graves (collectively, “Plaintiffs”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees,” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”) on the one hand, and Defendant KinderCare Education LLC (“KinderCare”), on the other hand. Plaintiffs and KinderCare are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, and KinderCare, subject to the approval of the Court.

**WHEREAS**, Plaintiffs have filed separate Complaints in the Superior Court of California, County of Ventura entitled *Kipp v. KinderCare Education, LLC*, Ventura County Superior Court Case No. 56-2021-00555612-CU-OE-VT and *Graves v. KinderCare Education, LLC*, Riverside County Superior Court Case No. CVRI2103557 (the “Lawsuits”). The Lawsuits assert either class claims and/or a representative claim for civil penalties payable to themselves, other aggrieved employees, and the State of California pursuant to PAGA, based on allegations that KinderCare: (1) failed to pay minimum and regular rate wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely pay final wages at termination; (6) failed to furnish accurate itemized wage statements; (7) failed to timely wages during employment pursuant to Labor Code section 204; (8) failed to maintain accurate records; (9) failure to pay sick wages at the regular rate of pay; and (10) failed to reimburse business expenses. Specifically, the Representative PAGA Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 201, 202, 203, 204, 221, 226, 226.3 226.7, 246, 246.5, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, and 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the operative Complaints or PAGA Notices. The applicable PAGA Notices related to the Lawsuits are attached hereto as **Exhibit B** (all of the foregoing are collectively referred to as Plaintiffs’ “Representative PAGA Claims”).

**WHEREAS**, Plaintiffs timely sent notices to the LWDA of their intent to pursue representative actions pursuant to PAGA, on behalf of themselves, in their respective Lawsuits, and the State of California as well as on behalf of a group of aggrieved employees (the notices by Plaintiffs to the LWDA are collectively referred to as the “PAGA Notice” herein).

**WHEREAS**, Plaintiffs signed arbitration agreements (“Arbitration Agreements”) entered into at the start of or during their employment with KinderCare. The Arbitration Agreements include a class action waiver and Plaintiffs do not dispute their enforceability as to class claims.

**WHEREAS**, the Arbitration Agreements also, to the maximum extent allowed by applicable law, preclude Plaintiffs from bringing representative action claims on behalf of other employees. All parties acknowledge that, in the current term, the United States Supreme Court will be issuing its decision in *Viking River Cruises, Inc. v. Moriana*, Case No. 20-1573 (Certiorari granted Dec. 15, 2021) will decide whether the Federal Arbitration Act preempts the California

Supreme Court decision of *Iskanian v. CLS Transp. Los Angeles LLC*, 59 Cal. 4th 348 (2014), which currently prevents KinderCare from seeking enforcement of the arbitration agreements to preclude Plaintiffs from bringing PAGA claims.

**WHEREAS**, on February 28, 2022, the Parties attended an all-day mediation with experienced wage-and-hour mediator Tripper Ortman, Esq. As a result, the Parties agreed to settle Plaintiffs' Representative PAGA claims, taking into account all known facts and circumstances – including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by KinderCare, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

**WHEREAS**, for purposes of this Settlement, the Aggrieved Employees are defined as: “All individuals who are or were employed by KinderCare who were classified as non-exempt employees within the State of California from January 1, 2020 and April 30, 2022 or the date the Court enters an order and judgment approving this settlement, whichever is earlier.”

**WHEREAS**, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiffs' Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have against KinderCare and KinderCare's past, present or future parents, subsidiaries, affiliates, predecessors and successors and/or its or their respective past or present officers, directors, employees, members, managers, partners, agents, or insurers (collectively, the “Released Parties”), and/or any other individual or entity that could be liable for the acts of omissions of KinderCare or the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by KinderCare or the Released Parties of any wrongdoing or liability. Specifically, KinderCare and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuits and applicable PAGA Notices. KinderCare and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

**WHEREAS**, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

**WHEREAS**, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

**WHEREAS**, based on their own independent investigations and evaluations, KinderCare and Plaintiffs and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and KinderCare in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiffs, Haines Law Group, APC and Blumenthal Nordrehaug Bhowmick De Blouw LLP (collectively “PAGA Counsel”), believe that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation and considering the upcoming

United States Supreme Court decision in *Viking River Cruises*.

**WHEREAS**, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

**WHEREAS**, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

**Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:**

**1. Effective Date.** The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

**2. Released Claims/Effect of Judgment on Aggrieved Employees and LWDA**  
The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against KinderCare and KinderCare’s past, present, or future parents, subsidiaries, affiliates, predecessors and successors and/or its or their respective past or present officers, directors, members, managers, employees, partners, agents or insurers (collectively, the “Released Parties”), and/or any other individual or entity that could be liable for the acts or omissions of KinderCare or the Released Parties. It is expressly understood and agreed that this settlement only includes a full release of the PAGA claim for violations of Labor Code §§ 201, 202, 203, 204, 221, 226, 226.3 226.7, 246, 246.5,

351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, and 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the operative Complaints and/or PAGA Notices, attached as **Exhibit B** (all of the foregoing are collectively referred to as Plaintiffs' "Representative PAGA Claims"). This settlement shall not impact Aggrieved Employees' ability to assert individual Labor Code claims other than PAGA claims. Furthermore, notwithstanding the foregoing, nothing contained herein shall be construed to release the Labor Code section 203 claim for waiting time penalties based on the theory of KinderCare providing final pay card packets to terminated employees in the currently pending matter of *Rochelle Westmoreland v. KinderCare Education, LLC*, San Francisco Superior Court Case No. CGC-19-573125, and individuals who meet the definition of the Aggrieved Employees herein shall likewise be entitled to participate in any settlement in *Westmoreland* regardless of whether they are also included in this settlement.

**3. Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

**4. Total Settlement Amount.** KinderCare agrees to pay, in accordance with the terms set forth herein, the total sum of \$345,000.00 (the "Gross Settlement Amount") in full settlement of the Lawsuits. The Gross Settlement Amount will be allocated as follows:

- a. PAGA Counsel's attorneys' fees and costs request of up to 33 and 1/3% of the Gross Settlement Amount (\$115,000.00) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for reasonable litigation costs incurred in this matter ("PAGA Counsel's Costs") not to exceed \$27,500.00. KinderCare will not oppose these requests. To the extent that the Court approves less than the amount of attorney's fees and costs that PAGA Counsel requests, any reduced amount shall be allocated to the settlement fund for the Aggrieved Employees. PAGA Counsel's Fees will be allocated 50% to Haines Law Group, APC and 50% to Blumenthal Nordrehaug Bhowmick De Blouw LLP;
- b. Administration costs estimated to be \$22,500.00 to be paid to the Settlement Administrator ("Administration Costs"), based upon a bid submitted by Phoenix Settlement Administrators;
- c. A PAGA service award in the amount of \$10,000.00 to each named Plaintiff for their services on behalf of the State of California and PAGA Members ("Plaintiffs' Service Award");
- d. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a), (b), and (c) will be no less than \$160,000.00, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 5 below.

5. **Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. KinderCare will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, KinderCare will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion ( $\approx \$40,000 \times [\text{Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period}]$ ).

6. **Pro Rata Increase:** If the total number of pay periods exceeds 150,000 by more than 10% (i.e., if there are 165,001 or more total pay periods), the Gross Settlement Amount will increase pro rata per pay period above that threshold (i.e., if there was 15% increase in pay periods, KinderCare would increase the Maximum Settlement Amount by 5%).

7. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued, if applicable. IRS Form 1099s are used for payments of miscellaneous income of at least \$600 that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs and their counsel of record acknowledge that they have obtained no tax advice from KinderCare and that neither KinderCare nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments are interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. KinderCare is not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY

OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

**9. PAGA Settlement Payment Procedures.**

- a. Within 10 business days of the Effective Date, KinderCare shall deposit the Gross Settlement Amount or \$345,000.00 with the Settlement Administrator. Within 10 business days of the Effective Date, KinderCare shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, and the actual number of pay periods in the PAGA period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.

Within 30 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:

- i. Remit a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the employee letter (attached hereto as **Exhibit A**). Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.
- ii. Remit a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
- iii. Remit PAGA Counsel's fees and costs, as approved by the Court.
- iv. Remit payment to itself for services as Settlement Administrator, as approved by the Court.

- v. Remit payment of Plaintiffs' Service Awards to each named Plaintiff, as approved by the Court.
- b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name of the individual(s) who did not negotiate a settlement check during the negotiation period.
- c. Neither KinderCare nor Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

**10. Settlement Administrator.** As set forth in Paragraph 8, the Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth in Paragraph 8. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Class Action Administrator Solutions as Settlement Administrator. KinderCare is not responsible or liable for any errors in the calculation of settlement amounts to be awarded to each Aggrieved Employee. KinderCare is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

**11. Duties of the Parties Prior to Approval.** Promptly upon execution of this Settlement, Plaintiff shall apply to the Court, by way of motion or joint stipulation, for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The Motion or Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to PAGA Counsel, and (3) Final Judgment. In conjunction with the Approval Stipulation or Motion for Approval, Plaintiff shall submit a proposed Final Judgment requesting the entry of judgment.

**12. Non-Admission of Wrongdoing.** The Parties agree that this Agreement does not constitute an admission by KinderCare or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, KinderCare or the Released Parties, or the Released Parties' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

**13. Nondisclosure and Nonpublication.** Plaintiffs agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. However, Plaintiffs'

counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

**14. Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

**15. Communications.** All communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To KinderCare: Paul Berkowitz, Sheppard Mullin Richter & Hampton LLP, 1901 Avenue of the Stars, Suite 1600, Los Angeles, CA 90067.

To Plaintiffs: Fletcher Schmidt, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245.

**16. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

**17. Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

**18. No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

**19. Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

**20. Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**21. Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: ~~May 6, 2022~~  
April \_\_, 2022

  
\_\_\_\_\_  
Kimberly Kipp

Dated: April \_\_, 2022

\_\_\_\_\_  
Tiyanna Graves

Dated: April \_\_, 2022

\_\_\_\_\_  
KinderCare Education LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: May 6, 2022

**HAINES LAW GROUP, APC**



\_\_\_\_\_  
Fletcher Schmidt, Esq.  
Attorneys for Plaintiff Kimberly Kipp, and  
Aggrieved Employees

Dated: April \_\_, 2022

**BLUMENTHAL NORDREHAUG  
BHOWMICK DE BLOUW LLP**

\_\_\_\_\_  
Kyle Nordrehaug, Esq.  
Attorneys for Plaintiff Tiyanna Graves and  
Aggrieved Employees

Dated: April \_\_, 2022

**SHEPPARD MULLIN RICHTER &  
HAMPTON LLP**

\_\_\_\_\_  
Paul Berkowitz, Esq.  
Attorneys for Defendant  
KinderCare Education LLC

21. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: April \_\_, 2022

\_\_\_\_\_  
Kimberly Kipp

Dated: April <sup>18</sup> \_\_, 2022

\_\_\_\_\_  
  
\_\_\_\_\_  
Tiyanna Graves (Apr 18, 2022 09:34 PDT)

Dated: April \_\_, 2022

\_\_\_\_\_  
KinderCare Education LLC  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: April \_\_, 2022

**HAINES LAW GROUP, APC**

\_\_\_\_\_  
Fletcher Schmidt, Esq.  
Attorneys for Plaintiff Kimberly Kipp, and  
Aggrieved Employees

Dated: April <sup>19</sup> \_\_, 2022

**BLUMENTHAL NORDREHAUG  
BHOWMICK DE BLOUW LLP**

\_\_\_\_\_  
  
\_\_\_\_\_  
Kyle Nordrehaug, Esq.  
Attorneys for Plaintiff Tiyanna Graves and  
Aggrieved Employees

Dated: April \_\_, 2022

**SHEPPARD MULLIN RICHTER &  
HAMPTON LLP**

\_\_\_\_\_  
Paul Berkowitz, Esq.  
Attorneys for Defendant  
KinderCare Education LLC

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Dated: April \_\_\_, 2022

\_\_\_\_\_  
Kimberly Kipp

Dated: April \_\_\_, 2022

\_\_\_\_\_  
Tiyanna Graves

Dated: ~~April~~ \_\_\_, 2022

May 27, 2022 | 8:13 AM PDT

\_\_\_\_\_  
KinderCare Education LLC  
By: Anthony Amandi  
Its: Executive VP and CFO

**APPROVED AS TO FORM AND CONTENT:**

Dated: April \_\_\_, 2022

**HAINES LAW GROUP, APC**

\_\_\_\_\_  
Fletcher Schmidt, Esq.  
Attorneys for Plaintiff Kimberly Kipp, and  
Aggrieved Employees

Dated: April \_\_\_, 2022

**BLUMENTHAL NORDREHAUG  
BHOWMICK DE BLOUW LLP**

\_\_\_\_\_  
Kyle Nordrehaug, Esq.  
Attorneys for Plaintiff Tiyanna Graves and  
Aggrieved Employees

Dated: May 31, 2022

**SHEPPARD MULLIN RICHTER &  
HAMPTON LLP**

\_\_\_\_\_  
Paul Berkowitz, Esq.  
Attorneys for Defendant  
KinderCare Education LLC

## **EXHIBIT A**

## **NOTICE OF PAGA ACTION SETTLEMENT**

*Kipp v. KinderCare Education, LLC,*  
Ventura Superior Court Case No. No. 56-2021-00555612-CU-OE-VT  
and  
*Graves v. KinderCare Education, LLC,*  
Riverside County Superior Court Case No. CVRI2103557

*This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED BY DEFENDANT KINDERCARE EDUCATION, LLC (“DEFENDANT” OR “KINDERCARE”) DURING THE PAGA PERIOD (JANUARY 1, 2020 THROUGH APRIL 30, 2022), YOU ARE INCLUDED IN THIS PAGA SETTLEMENT

A settlement (the “Settlement”) has been reached in two lawsuits entitled *Kipp v. KinderCare Education, LLC*, Ventura Superior Court Case No. No. 56-2021-00555612-CU-OE-VT and *Graves v. KinderCare Education, LLC*, Riverside County Superior Court Case No. CVRI2103557 (the “Actions”). The Actions assert claims under the Labor Code Private Attorney Generals Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the entirety of both Actions.

### ***Who is affected by this proposed Settlement?***

The Court has designated, for settlement purposes only, the following persons as (“Aggrieved Employees” or “PAGA Settlement Members”):

All individuals who are or were employed by KinderCare who were classified as non-exempt employees within the State of California from January 1, 2020 and April 30, 2022.

According to KinderCare’s records, you are one of the Aggrieved Employees.

### ***What is this case about?***

In the Actions, Plaintiffs asserted claims that KinderCare violated provisions of the Labor Code giving rise to civil penalties under PAGA.

KinderCare denied all liability and was confident that it had strong legal and factual defenses to these claims, but KinderCare recognized the risks, distractions, and costs associated with continued litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and KinderCare (the “Parties”), through their attorneys, with the assistance of a neutral third-party mediator and is not an admission of liability on the part of KinderCare.

The Court has not ruled on the merits of Plaintiffs’ claims or KinderCare’s defenses, but did approve the Settlement.

### ***What are the Settlement terms?***

KinderCare will pay \$345,000.00 (the “Total Settlement Amount”) for: (a) payment of **\$140,625** to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of PAGA penalties; (b) payment of **\$46,875** to PAGA Settlement Members as their 25% share of PAGA penalties, (c) payment of attorney’s fees and costs of **\$115,000**; (d) payment of administration costs of **\$22,500** to the Settlement Administrator, and (e) payment of **\$10,000** as a service payment to each named Plaintiff.

By operation of the Settlement’s terms, the Settlement includes a full release of the PAGA claim for violations of Labor Code §§ 201, 202, 203, 204, 221, 226, 226.3 226.7, 246, 246.5, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, and 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the operative Complaints and/or PAGA Notices.

The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required. Your share was calculated based on the number of pay periods you worked during the PAGA Period (January 1, 2020 and April 30, 2022).

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed within that time. Uncashed checks will be sent to the California State Controller's Unclaimed Property division, in the name of the PAGA Settlement Member.

The Settlement includes a release of PAGA claims asserted in this lawsuit.

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.**

## **EXHIBIT B**

**HAINES LAW GROUP**  
**EMPLOYMENT ATTORNEYS**

May 12, 2021

**VIA LWDA WEBSITE**

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

Re: *Kimberly Kipp v. KinderCare Education LLC*

To Whom It May Concern:

Please be advised that this law firm represents Kimberly Kipp in claims arising from her employment with KinderCare Education LLC, and Does 1 through 100 (“Defendants”). Ms. Kipp is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the alleged Labor Code violations. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants are among the largest for-profit providers of early childhood education in the United States. Ms. Kipp worked for Defendants as a non-exempt hourly employee, in the position of Site Director, from approximately June 15, 2016 to March 8, 2021. Throughout her employment with Defendants, Ms. Kipp provided before and after school care for school children.

During Ms. Kipp’s employment with Defendants, Defendants maintained an unlawful timekeeping policy/practice that failed to compensate Ms. Kipp and other aggrieved employees for all hours actually worked. Specifically, Defendants required Ms. Kipp and other aggrieved employees to clock in and out according to their pre-determined work schedules, regardless of when they actually began and ended their work periods. For example, Defendants usually scheduled Ms. Kipp to work from 6:00 a.m. to 8:30 a.m. (before school) and then again from 1:15 p.m. to 6:00 p.m. (afterschool), but Ms. Kipp was routinely required to begin work prior to 6:00 a.m. and/or continue working after 6:00 p.m., and spent a considerable portion of the time between 8:30 a.m. and 1:15 p.m. performing required work activities without compensation. This is corroborated by, among other things, Ms. Kipp’s “headcount sheets” which were filled out and signed every 30 minutes and show Ms. Kipp’s signature appearing at times when she was not on the clock. Despite Defendants knowing that Ms. Kipp and other aggrieved employees were performing work

off-the-clock, Defendants only paid Ms. Kipp and other aggrieved employees for their recorded time. Therefore, Ms. Kipp and other aggrieved employees were not compensated for all hours actually worked, depriving them of all required minimum and overtime wages earned.

Defendants also required Ms. Kipp and other aggrieved employees to use their personal cellular phones and vehicles for work. Specifically, Defendants required Ms. Kipp and other aggrieved employees to use their personal cellular phones to clock in and out of shifts through a smartphone application portal, as well as to communicate with supervisors and coworkers. Defendants required Ms. Kipp and other aggrieved employees to drive their personal vehicles for work purposes, including to drop off and pick up Defendants' mail at the United Parcel Service (UPS). However, Defendants never reimbursed Ms. Kipp and other aggrieved employees for any portion of their cellular phone expenses and/or for all necessary business expenses associated with using their personal vehicles, including mileage, as mandated by *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014), and Labor Code § 2802.

Defendants also failed to provide Ms. Kipp and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute meal periods commencing before the end of the fifth hour of work. Defendants instructed Ms. Kipp and other aggrieved employees to clock out for their meal period prior to the end of their fifth hour of work regardless of whether they were actually able to take a meal period at that time. This is also corroborated by the "headcount sheets" which show Ms. Kipp's signatures appearing during times when she was purportedly taking a meal period. Additionally, due to work demands imposed by Defendants, Ms. Kipp and other aggrieved employees were at times only able to take interrupted meal periods during which they were required to perform work duties. On occasions when Ms. Kipp and other aggrieved employees were not provided with all lawful duty-free meal periods to which they were entitled, Defendants failed to pay Ms. Kipp and other aggrieved employees an additional hour of premium pay at their respective rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Defendants also failed to authorize and permit Ms. Kipp and other aggrieved employees to take any required duty-free rest periods for every four hours worked, or major fraction thereof, because Defendants did not maintain a lawful rest period policy. Specifically, Defendants informed Ms. Kipp and other aggrieved employees that they did not qualify for rest periods because they did not work "five consecutive hours." Despite Defendants' failure to provide Ms. Kipp and other aggrieved employees with all rest periods to which they were entitled, Defendants failed to compensate Ms. Kipp and other aggrieved employees with an additional hour of premium pay at their respective rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7.

As a result of Defendants' failure to pay all earned minimum and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Kipp and other aggrieved employees, and failed to pay all final wages owed to Ms. Kipp and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

#### Overtime Wage Violations

Defendants were required to properly pay Ms. Kipp and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Kipp and other aggrieved employees to work overtime hours but did not compensate Ms. Kipp and other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

#### Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Ms. Kipp and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

#### Meal Period Violations

As alleged above, Defendants failed to provide Ms. Kipp and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Kipp and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of

the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

#### Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Kipp and other aggrieved employees to take all required and compliant rest periods, due to Defendants' rest policies/practices that fail to permit any opportunity to take duty-free rest periods. *See* Labor Code §§ 226.7, 516 558; Wage Order 5, § 12. As a result, Ms. Kipp and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

#### Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Kipp and other aggrieved employees for necessary work expenses, including the use of their personal vehicles and cellular phones for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 5, § 8, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees 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 obedience to the directions of the employer.”) Ms. Kipp and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

#### Wage Statement Violations

Defendants were required to furnish Ms. Kipp and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Defendants' failure to pay all meal and rest period premiums, and minimum and overtime wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Kipp and other aggrieved employees in violation of Labor Code § 226. Defendants' failure to comply with its wage statement obligations was knowing and intentional, and Ms. Kipp and other aggrieved employees have suffered injury as a result.

#### Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separations of employment. Defendants failed to timely pay Ms. Kipp and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime and minimum wages, and meal and rest

period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Kipp and other aggrieved employees was willful and, consequently, entitles Ms. Kipp and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separations, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Kipp will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Kipp's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 510, 558, 1194 and 1198 by failing to pay Ms. Kipp and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Kipp and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Kipp and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Kipp and other aggrieved employees to take all required rest periods, and failing to pay rest period premiums to Ms. Kipp and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code § 2802 and 2804 by failing to reimburse Ms. Kipp and other aggrieved employees for all necessary work expenses;
- f. Defendants violated Labor Code § 204 by failing to pay Ms. Kipp and other aggrieved employees all wages earned at least twice during each calendar month;
- g. Defendants violated Labor Code § 226 by failing to furnish Ms. Kipp and other aggrieved employees with accurate and compliant itemized wage statements;
- h. Defendants violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Ms. Kipp and other aggrieved employees; and

- i. Defendants violated Labor Code §§ 201-203 by failing to timely pay all earned wages to separating employees at the time of separation.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,  
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: KinderCare Education LLC, via Lawyers Incorporating Service, c/o Kevin Bautista, Agent for Service of Process (via certified mail)

## PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 05/13/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8339 8098 19

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 05/12/2021

ORIGINAL INTENDED RECIPIENT:

KINDERCARE EDUCATION LLC

C/O: CSC -LAWYERS INCORPORATING SERVICE'

STE 150N

2710 GATEWAY OAKS DR

SACRAMENTO CA 95833-3502

JR

Mailer: Haines Law Group

Date Produced: 05/24/2021

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8339 8098 19. Our records indicate that this item was delivered on 05/17/2021 at 10:56 a.m. in SACRAMENTO, CA 95813. The scanned image of the recipient information is provided below.

Signature of Recipient :

|                |                                                                                    |
|----------------|------------------------------------------------------------------------------------|
| Signature<br>X |  |
| Printed Name   | Kailan                                                                             |

Address of Recipient :

|                  |                   |
|------------------|-------------------|
| Delivery Address | 2710 Gateway Oaks |
|------------------|-------------------|

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

KINDER CARE EDUCATION LLC  
C/O: CSC -LAWYERS INCORPORATING SERVICE  
STE 150N  
2710 GATEWAY OAKS DR  
SACRAMENTO CA 95833-3502

Customer Reference Number: C2691775.15504891

Return Reference Number JR

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037

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

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Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:  
[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:  
1004

May 20, 2021  
CA2319

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

Labor and Workforce Development Agency  
Online Filing

Kindercare Education LLC  
Certified Mail #70200640000213198117  
CSC Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Kindercare Education LLC in California and classified as non-exempt employees during the time period of May 20, 2020 until a date as determined by the Court. Our offices represent Plaintiff Tiyanne Graves and other Aggrieved Employees in a lawsuit against Kindercare Education LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a from September of 2020 to November 25, 2020 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock, including but not limited to pre employment mandatory medical tests. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally,

pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, including but not limited to, Defendant violated Cal. Lab. Code 226(a)(7) by failing to list the last four digits of the employee's social security number or an employee identification number other than a social security number. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.



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

JUNE 14, 2022

TIYANNA GRAVES

---

RE: CHAMPIONS KINDERCARE  
FILE NUMBER: CA2319.001

---

ATTORNEY FEES

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                               | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 12/15/20    | ND          | REVIEW INTAKE NOTES. LEGAL RESEARCH IN STATE AND FEDERAL COURT FOR RELATED LITIGATION AGAINST DEFENDANT. ANALYZE DEFENDANT'S BUSINESS OPERATIONS.                                | 2.90         | 695         | 2,015.50      |
| 01/06/21    | ND          | REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE PAY STUBS FOR REGULAR RATE VIOLATIONS. CONFERENCE WITH CLIENT TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.            | 4.20         | 695         | 2,919.00      |
| 01/15/21    | ND          | REVIEW AND ANALYZE ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABILITY, INCLUDING SUBSTANTIVE AND PROCEDURAL UNCONSCIONABILITY ISSUES. DISCUSS WITH CLIENT.           | 3.50         | 695         | 2,432.50      |
| 02/07/21    | ND          | REVIEW RELATED LAWSUIT FOR OVERLAP. DISCUSS JOINT REPRESENTATION WITH CO-COUNSEL PAUL HAINES. DRAFT JPA. CALL CLIENT TO DISCUSS JPA AND SEND TO CLIENT FOR REVIEW AND SIGNATURE. | 2.10         | 695         | 1,459.50      |
| 03/10/21    | ND          | DRAFT COMPLAINT. REVIEW AND ANALYZE FACTS AND LAW.                                                                                                                               | 4.50         | 695         | 3,127.50      |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                             | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 03/15/21    | ND          | DRAFT COMPLAINT. LEGAL RESEARCH REGARDING 226(A) VIOLATIONS. ANALYZE PREVIOUS SETTLEMENT AGASINT SAME DEFENDANT FOR OVERLAP WITH CURRENT CASE. | 4.50         | 695         | 3,127.50      |
| 03/26/21    | ND          | REVIEW AND REVISE COMPLAINT. SEND TO CLIENT FOR APPROVAL TO FILE.                                                                              | 1.90         | 695         | 1,320.50      |
| 05/21/21    | ND          | DRAFT PAGA NOTICE. REVIEW AND ANALYZE CLAIMS AND LAW. UPLOAD ONLINE TO LWDA WEBSITE.                                                           | 2.00         | 695         | 1,390.00      |
| 05/22/21    | ND          | REVIEW COMPLAINT AND PAGA NOTICE. DRAFT INTEROFFICE CASE NOTES MEMO. REVIEW AND ANALYZE POTENTIAL SIZE OF AGGRIEVED EMPLOYEES.                 | 2.00         | 695         | 1,390.00      |
| 07/14/21    | SB          | REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND                                                                                                | 2.40         | 325         | 780.00        |
| 07/16/21    | SB          | REVISE COMPLAINT FOR FILING, ADVISE ND                                                                                                         | 2.80         | 325         | 910.00        |
| 08/02/21    | RE          | REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE                                                                                     | 2.50         | 475         | 1,187.50      |
| 08/03/21    | RE          | REVIEW & EDIT PAGA ONLY COMPLAINT; FINALIZE FOR NEXT DAY FILING                                                                                | 2.50         | 475         | 1,187.50      |
| 08/04/21    | RE          | DRAFT SUMMONS, CIVIL CASE COVER SHEET, CERTIFICATE OF COUNSEL; REVIEW FILE RE LOCATION OF INCIDENT RE CERTIFICATE OF COUNSEL                   | 0.60         | 475         | 285.00        |
| 08/04/21    | RE          | FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN RIVERSIDE COUNTY SUP. CT.                                                                        | 0.60         | 475         | 285.00        |
| 08/12/21    | RE          | REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT                          | 0.50         | 475         | 237.50        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                              | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|             |             | CONFERENCE                                                                                                                                      |              |             |               |
| 08/12/21    | JH          | REVIEW FILE AND COMPLAINT;<br>DISCUSS INITIAL DISCOVERY WITH<br>HD                                                                              | 0.60         | 550         | 330.00        |
| 08/12/21    | RE          | UPLOAD PAGA ONLY COMPLAINT TO<br>LWDA WEBSITE; SAVE<br>CONFIRMATION FOR FUTURE<br>VERIFICATION OF NOTICE TO LWDA                                | 0.40         | 475         | 190.00        |
| 08/12/21    | RE          | PREPARE INITIAL DOCUMENTS,<br>COMPLAINT, SUMMONS ETC. FOR<br>SERVICE OF PROCESS; IDENTIFY<br>REGISTERED AGENT; SEND OUT FOR<br>SERVICE VIA KNOX | 0.70         | 475         | 332.50        |
| 08/23/21    | RE          | FILE PROOF OF SERVICE OF<br>SUMMONS; MEMO TO FIRM RE<br>COMMENCEMENT OF WRITTEN<br>DISCOVERY                                                    | 0.50         | 475         | 237.50        |
| 09/09/21    | RE          | REVIEW REJECTION NOTICE FROM<br>CLERK; RE-FILE PROOF OF SERVICE<br>OF SUMMONS VIA E-SUBMIT<br>PORTAL                                            | 0.40         | 475         | 190.00        |
| 09/16/21    | JH          | REVIEW/ANALYZE DEFENDANT'S<br>ANSWER; DISCUSS DISCOVERY<br>WITH HD                                                                              | 0.50         | 550         | 275.00        |
| 09/17/21    | JH          | CORRESPONDENCE WITH DEFENSE<br>COUNSEL RE E-SERVICE LIST                                                                                        | 0.30         | 550         | 165.00        |
| 09/17/21    | JH          | REVIEW AND REVISE PLAINTIFF'S<br>DISCOVERY REQUESTS AND PMK<br>DEPO NOTICE                                                                      | 1.40         | 550         | 770.00        |
| 09/27/21    | JH          | REVIEW JPA; DISCUSS RELATED<br>CASE AND MEDIATION WITH ND                                                                                       | 0.60         | 550         | 330.00        |
| 10/01/21    | JH          | REVIEW FILE AND DISCOVERY<br>PROPOUNDED; REVIEW AND<br>RESPOND TO CORRESPONDENCE<br>FROM DEFENSE COUNSEL                                        | 0.40         | 550         | 220.00        |
| 10/11/21    | JH          | REVIEW/ANALYZE DOCS IN FILE;<br>CREATE EXHIBIT BOOK; UPDATE<br>CASE NOTES                                                                       | 0.80         | 550         | 440.00        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                   | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 01/21/22    | JH          | REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; ADVISE TEAM                                                                                 | 0.40         | 550         | 220.00        |
| 01/24/22    | SP          | REVIEWED AND ANALYZED CASE FILE INCLUDING CASE NOTES AND COMPLAINT. MET AND CONFERRED WITH OPPOSING COUNSEL. DRAFTED, SERVED AND FILED CMC STATMENT. | 3.10         | 550         | 1,705.00      |
| 02/05/22    | ND          | REVIEW AND ANALYZE DATA FOR MEDIATION PURPOSES. REVIEW MEAL AND REST BREAK CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS FACTS FOR MEDIATION BRIEF.      | 4.50         | 695         | 3,127.50      |
| 02/07/22    | JH          | REVIEW FILED AND DOCKET IN PREPARATION FOR CMC; CIRCULATE ROA REFLECTING CONTINUATION OF HEARING                                                     | 0.40         | 550         | 220.00        |
| 02/08/22    | ND          | DRAFT MEDIATION BRIEF. REVIEW AND ANALYZE FACTS AND LAW.                                                                                             | 4.00         | 695         | 2,780.00      |
| 02/10/22    | JH          | REVIEW FILE; ASSESS STATUS OF DISCOVERY AND MEDIATION; ADVISE SP                                                                                     | 0.40         | 550         | 220.00        |
| 02/14/22    | SP          | REVIEWED AND ANALYZING COMPLAINT, PLEADINGS, DOCUMENTS AND PREPARED CMC STATEMENT.                                                                   | 2.50         | 550         | 1,375.00      |
| 02/17/22    | JH          | REVIEW COURT ORDERS; CIRCULATE AND DISCUSS WITH TEAM                                                                                                 | 0.30         | 550         | 165.00        |
| 02/18/22    | SB          | SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB                                                                                | 2.80         | 325         | 910.00        |
| 02/26/22    | ND          | REVIEW PREVIOUS SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION.                                                             | 2.00         | 695         | 1,390.00      |
| 02/28/22    | AJB         | APPEAR FOR MEDIATION.                                                                                                                                | 8.00         | 725         | 5,800.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                            | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 02/28/22       | SB          | ATTEND MEDIATION                                                                                                                                                              | 8.00         | 325         | 2,600.00      |
| 03/01/22       | JH          | PREPARE AND APPEAR FOR CMC;<br>ADVISE TEAM                                                                                                                                    | 1.50         | 550         | 825.00        |
| 03/01/22       | ND          | REVIEW AND ANALYZE MOU TERMS.<br>CONFERENCE WITH CLIENT TO<br>DISCUSS SETTLEMENT. SEND MOU<br>FOR SIGNATURE.                                                                  | 1.10         | 695         | 764.50        |
| 03/14/22       | RE          | REVIEW FILE; EMAIL TO KN RE LONG<br>FORM SETTLEMENT AGREEMENT                                                                                                                 | 0.30         | 475         | 142.50        |
| 03/18/22       | NBB         | REVIEW AGREEMENT, ANALYZE.<br>ADVISE KN.                                                                                                                                      | 1.25         | 795         | 993.75        |
| 03/31/22<br>17 | KN          | REVIEW & REVISE DRAFT<br>AGREEMENT; MEMO TO ADMIN;<br>REVIEW DOCS                                                                                                             | 2.00         | 750         | 1,500.00      |
| 04/15/22       | ND          | REVIEW AND ANALYZE<br>SETTLEMENT AGREEMENT. REVIEW<br>FOR CONFORMITY WITH MOU. SEND<br>TO CLEINT FOR SIGNATURE.<br>FOLLOW UP EMAILS AND CALLS TO<br>EXPLAIN APPROVAL PROCESS. | 1.30         | 695         | 903.50        |
| 04/20/22       | RE          | CONFER W KN RE MOTION TO<br>APPROVE PAGA SETTLEMENT;<br>REVIEW FILE & MOU, FINAL<br>SETTLEMENT AGREEMENT                                                                      | 1.00         | 475         | 475.00        |
| 04/21/22       | RE          | REVIEW FILE; BEGIN DRAFTING<br>MOTION TO APPROVE PAGA<br>SETTLEMENT                                                                                                           | 2.50         | 475         | 1,187.50      |
| 04/25/22       | RE          | CONTINUE DRAFTING MOTION TO<br>APPROVE PAGA SETTLEMENT                                                                                                                        | 4.50         | 475         | 2,137.50      |
| 05/05/22       | RE          | DRAFT MOTION TO APPROVE PAGA<br>SETTLEMENT (CONT.)                                                                                                                            | 2.50         | 475         | 1,187.50      |
| 05/06/22       | RE          | REVIEW & REVISE DRAFT OF<br>MOTION TO APPROVE PAGA<br>SETTLEMENT; FINISH FIRST DRAFT;<br>CREATE REDLINE; FORWARD TO KN<br>AND NB FOR REVIEW                                   | 1.50         | 475         | 712.50        |
| 05/06/22       | RE          | DRAFT PROPOSED ORDER RE                                                                                                                                                       | 0.80         | 475         | 380.00        |

| <u>DATE</u>               | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                         | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|---------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                           |             | MOTION TO APPROVE PAGA SETTLEMENT                                                                                                          |              |             |               |
| 05/09/22                  | NBB         | REVIEW PAGA MOTION FOR FINAL, ANALYZE, ADVISE KN.                                                                                          | 2.50         | 795         | 1,987.50      |
| 05/09/22<br>17            | KN          | REVIEW & REVISE DRAFT MOTION FOR PAGA SETTLEMENT APPROVAL; EMAIL COUNSEL                                                                   | 1.00         | 750         | 750.00        |
| 05/13/22                  | RE          | REVIEW CO-COUNSEL'S EDITS TO DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT                                                                  | 0.40         | 475         | 190.00        |
| 05/17/22                  | SP          | REVEIWED AND ANALYZED CASE FILE. REVEIWED SETTLEMENT DOCUEMNTS, ORDERS, AND COMPLAINT. DRAFTED, SERVED AND FILED CASE MANAGMENT STATEMENT. | 2.80         | 550         | 1,540.00      |
| 05/18/22                  | JH          | REVIEW/ANALYZE DRAFT MOTION FOR PAGA APPROVAL                                                                                              | 0.70         | 550         | 385.00        |
| 05/18/22<br>17            | KN          | REVIEW & REVISE MOTION; EMAILS WITH CO-COUNSEL                                                                                             | 1.50         | 750         | 1,125.00      |
| 05/24/22                  | JH          | REVIEW/ANALYZE DRAFT STIP AND FAC PREPARE BY CO-COUNSEL                                                                                    | 0.70         | 550         | 385.00        |
| 05/24/22<br>15            | KN          | REVIEW FAC DRAFT AND STIP; RESPOND                                                                                                         | 0.50         | 750         | 375.00        |
| 06/08/22                  | JH          | REVIEW NOTICE OF RULING AND ORDER; CIRCULATE                                                                                               | 0.30         | 550         | 165.00        |
| 06/10/22<br>10            | KN          | DRAFT DECLARATION ISO MOTION                                                                                                               | 2.00         | 750         | 1,500.00      |
| 06/10/22<br>17            | KN          | REVIEW & REVISE MOTION FOR APPROVAL                                                                                                        | 1.50         | 750         | 1,125.00      |
| <u>TOTAL BILLED HOURS</u> |             |                                                                                                                                            |              |             |               |
| A.J.BHOWMIK               |             | 8.00 hr @ 725.00                                                                                                                           | \$           | 5,800.00    |               |
| JEFF HERMAN               |             | 9.30 hr @ 550.00                                                                                                                           | \$           | 5,115.00    |               |
| KYLE NORDREHAUG           |             | 8.50 hr @ 750.00                                                                                                                           | \$           | 6,375.00    |               |
| NORMAN BLUMENTHAL         |             | 3.75 hr @ 795.00                                                                                                                           | \$           | 2,981.25    |               |
| NICK DEBLOUW              |             | 40.50 hr @ 695.00                                                                                                                          | \$           | 28,147.50   |               |

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|                  |                   |              |
|------------------|-------------------|--------------|
| RICO EHMANN      | 22.20 hr @ 475.00 | \$ 10,545.00 |
| SCOTT BLUMENTHAL | 16.00 hr @ 325.00 | \$ 5,200.00  |
| SERGIO PUCHE     | 8.40 hr @ 550.00  | \$ 4,620.00  |

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TOTAL PROFESSIONAL SERVICES

116.65

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\$ 68,783.75

COSTS ADVANCED

|          |                         |           |
|----------|-------------------------|-----------|
| 05/21/21 | PAGA FILING FEE         | 75.00     |
| 08/12/21 | FILING FEE/ONELEGAL FEE | 478.67    |
| 08/23/21 | ONELEGAL/FILING FEE     | 38.86     |
| 08/26/21 | ONELEGAL/FILING FEE     | 12.35     |
| 08/31/21 | MESSENGER - KNOX        | 108.35    |
| 02/17/22 | COURT FILING            | 16.27     |
| 06/10/22 | FILING FEE - MOTION     | 60.00     |
|          | TOTAL COSTS ADVANCED    | \$ 789.50 |

TOTAL CURRENT CHARGES

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\$ 69,573.25



**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

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Tel: (858) 551-1223

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**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**REPORTED CASES**

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

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

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

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

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

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

### **CLASS ACTION & REPRESENTATIVE CASES**

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

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

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

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

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

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





#### CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 7500        |
| Opt Out Rate          | N/A         |
| Opt Outs Received     |             |
| Total Class Claimants | 7500        |
| Subtotal Admin Only   | \$22,500.00 |

**Not-to-Exceed Total \$22,500.00**

**For 7500 Class Members**

**Pricing Good for Scope of Estimate Only**

**All Aspects of Escheating to the State of CA Included**

**April 12, 2022**

**Case: KinderCare PAGA Admin**

**Phoenix Contact: Jodey Lawrence**

**Contact Number: 949-566-1455**

**Email: Jodey@phoenixclassaction.com**

**Requesting Attorney: Kyle Nordrehaug**

**Firm: Blumenthal Nordrehaug Bhowmik De Blouw LLP**

**Contact Number: (858) 367-9913**

**Email: kyle@bamlawca.com**

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 7500 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable

additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

#### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$125.00 | 3           | \$375.00           |
| Programming Database & Setup | \$125.00 | 3           | \$375.00           |
| Toll Free Setup*             | \$167.50 | 1           | \$167.50           |
| Call Center & Long Distance  | \$0.50   | 750         | \$375.00           |
| NCOA (USPS)                  | \$200.00 | 1           | \$200.00           |
| <b>Total</b>                 |          |             | <b>\$1,492.50</b>  |

\* Up to 120 days after disbursement

#### Data Merger & Scrub / Notice Packet, Check & Postage

| Project Action                   | Rate     | Hours/Units | Line Item Estimate |
|----------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting         | \$100.00 | 2           | \$200.00           |
| Data Merge & Duplication Scrub   | \$0.15   | 7,500       | \$1,125.00         |
| Notice and Check Packet          | \$0.95   | 7,500       | \$7,125.00         |
| Estimated Postage (up to 1 oz.)* | \$0.58   | 7,500       | \$4,350.00         |
| <b>Total</b>                     |          |             | <b>\$12,800.00</b> |

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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## Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$50.00 | 4           | \$200.00           |
| Skip Tracing Undeliverables | \$1.00  | 750         | \$750.00           |
| Remail Notice Packets       | \$0.95  | 750         | \$712.50           |
| Estimated Postage           | \$0.58  | 750         | \$435.00           |
| Programming Undeliverables  | \$50.00 | 3           | \$150.00           |
| Total                       |         |             | \$2,247.50         |

## Database Programming

| Project Action:             | Rate     | Hours/Units | Line Item Estimate |
|-----------------------------|----------|-------------|--------------------|
| Programming Claims Database | \$125.00 | 3           | \$375.00           |
| Case Manager                | \$75.00  | 3           | \$225.00           |
| Total                       |          |             | \$600.00           |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action:            | Rate     | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations   | \$125.00 | 3           | \$375.00           |
| Disbursement Review        | \$125.00 | 3           | \$375.00           |
| Programming Manager        | \$75.00  | 3           | \$225.00           |
| QSF Bank Account & EIN     | \$75.00  | 2           | \$150.00           |
| Check Run Setup & Printing | \$125.00 | 6           | \$750.00           |
| Total                      |          |             | \$1,875.00         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations        |          |             |                    |
|-----------------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                                                     | Rate     | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                                     | \$125.00 | 5           | \$625.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                                   | \$1.58   | 750         | \$1,185.00         |
| Case Associate                                                                                      | \$50.00  | 6           | \$300.00           |
| Reconcile Uncashed Checks                                                                           | \$75.00  | 4           | \$300.00           |
| Conclusion Reports                                                                                  | \$100.00 | 1           | \$100.00           |
| Case Manager Conclusion                                                                             | \$75.00  | 2           | \$150.00           |
| Final Reporting & Declarations                                                                      | \$125.00 | 1           | \$125.00           |
| QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                                        | \$550.00 | 1           | \$550.00           |
| Check to Cy-Pres                                                                                    | \$150.00 | 1           | Included           |
| Uncashed Checks to the State of<br>California Controllers Office<br>Estimated 5 Total Class Members | \$150.00 | 1           | \$150.00           |
| Total                                                                                               |          |             | \$3,485.00         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Estimate Total: \$22,500.00**



# PHOENIX

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## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.