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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21STCV42692

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

Hearing Date: November 15, 2023

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated July 18, 2023]

Judge: Hon. Maren Nelson

Dept.: 17

Action Filed: November 19, 2021

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action Settlement Agreement (the "Agreement") between

1 the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant Woodward HRT, Inc. (“Defendant”)
2 reached a full and final settlement of the above-captioned action, which is embodied in the Agreement
3 filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount
4 to be paid by Defendant is Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000). (Agreement
5 at ¶ I(20).) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1)
6 payment of the Settlement Shares to the Participating Class Members; (2) Class Counsel Fees Payment
7 and Class Counsel Litigation Expenses Payment; (3) Settlement Administration Expenses; (4) the Class
8 Representative Service Payments to Plaintiffs; and (5) the PAGA Payment. (Agreement at ¶ I(20).)
9 Blumenthal Decl. ¶3(a).

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
11 (Agreement at ¶ III(55).) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ III(55).)

13 (c) Within fifteen (15) days of the Effective Date, Defendant shall deposit the Gross Settlement
14 Amount with the Administrator. (Agreement at ¶ III(62).) The distribution of Settlement Shares to
15 Participating Class Members along with the other Court-approved distributions shall be made by the
16 Administrator within fifteen (15) days after Defendants fund the Gross Settlement Amount. (Agreement
17 at ¶ III(15).) (Agreement at ¶ 5.1.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
19 amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel
20 Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses (called
21 the “Net Settlement Amount”) shall be allocated to Class Members as their Settlement Shares.
22 (Agreement at ¶¶ I(22) and III(57).) From the Net Settlement Amount, the Settlement Share for each
23 Participating Class Member will be calculated by The Settlement Share for each Participating Class
24 Member will be paid based on the number of workweeks worked during the Class Period. The workweeks
25 will be calculated by the Settlement Administrator for each Class Member by dividing the total days
26 employed as a Class Member during the Class Period by seven. (Agreement at ¶ III(57(b).) Workweeks
27 will be based on Defendant’s records, however Class Members will have the right to challenge the

1 number of workweeks.

2 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
3 Class Notice. (Agreement at ¶ III(59)(c), Ex. A.) All Class Members who do not "opt out" will be
4 deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive
5 an Settlement Share. (Agreement at ¶ III(59)(c).) All Aggrieved Employees, including those who submit
6 an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the
7 release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶
8 III(59)(c).) Finally, the Notice will advise the Class Members of their right to object to the Settlement
9 and/or dispute their Workweeks. (Agreement at ¶¶III(59)(c), Ex. A.)

10 (f) A Participating Class Member must cash his or her Settlement Share check within 180 days
11 after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided
12 and any funds from such uncashed checks will be to the California State Controller's Unclaimed Property
13 Fund in the name of and for the benefit of the individual who did not cash their check. (Agreement at
14 ¶ III(63).)

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
16 at ¶ III(58).) From the Gross Settlement Amount, the Settlement Administrator will be paid for settlement
17 administration in an amount not to exceed \$30,000. As set forth in the Castro Decl. at ¶ 15, the fees and
18 costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
19 administration, are \$28,000.

20 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
21 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
22 at ¶ III(56)(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
23 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ III(56)(b).) Subject
24 to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the two
25 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ III(56)(a).) In support of this
26 separate motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is
27 providing evidentiary support, for these requests, including lodestar.

1 (i) Subject to Court approval, One Hundred Thousand Dollars (\$100,000) will be paid from the
2 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
3 Labor Code Section 2698, *et seq.* (“PAGA”). Pursuant to the express requirements of Labor Code §
4 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$75,000) shall be allocated to the Labor
5 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$25,000) to be
6 distributed to the Aggrieved Employees based on the number of their respective pay periods during the
7 PAGA Period. (Agreement at ¶ III(56)(d).) As set forth in the accompanying proof of service, the LWDA
8 has been served with this motion and the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
10 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
11 is “fair, adequate, and reasonable”. (Preliminary Approval Order at 27:1-2.) In sum, the Settlement
12 valued at \$2,650,000 is an excellent result for the Class. This result is particularly favorable in light of
13 the fact that liability and class certification in this case were far from certain in light of the defenses
14 asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
15 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
16 reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated July 18, 2023 (“Preliminary Approval Order”), the approved Class Notice has been disseminated
20 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On August
21 28, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which
22 provided each class member with the terms of the Settlement, including notice of the claims at issue and
23 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
24 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
25 amount to that individual. See Declaration of Nick Casto (“Castro Decl.”) at ¶ 7, Exh. A. In
26 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
27 Preliminary Approval Order. Significantly, there have been no objections and three (3) requests for

1 exclusion. Castro Decl. at ¶¶ 11-12. As such, nearly the entire Class will participate in the Settlement
2 and will be sent a settlement check. *See* Castro Decl. at ¶¶ 13-14.

3
4 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
5 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and
6 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,
7 were not provided accurate itemized wage statements, were not paid all wages at the time of termination.
8 The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
9 relief allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing
10 claims.

11
12 6. Procedural History of the Litigation

13 (a) On September 28, 2020, Plaintiff Rosenberg sent a PAGA letter to the LWDA outlining his
14 claims against Defendant. Rosenberg's PAGA letter included allegations that Defendant had violated the
15 following California Labor Code sections: 201-204, 210, 216, 226, 226.3, 226.7, 227.3, 246, 351, 353,
16 404, 432, 510, 512, 515, 515.5, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
17 2698, 2802, and 2810.5, as well as California Business and Professions Code section 17200. On October
18 14, 2020, Plaintiff George Rosenberg filed the *Rosenberg* PAGA Action against Defendant in the
19 Superior Court of the State of California, County of Los Angeles. On January 27, 2021, Plaintiff
20 Rosenberg filed a Second Amended Complaint which asserted claims that Defendant: (1) violated
21 California Labor Code sections 510, 512, 515, 515.5, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1,
22 and 1198 due to unpaid overtime; (2) violated California Labor Code sections 226.7 due to unpaid rest
23 period premiums; (3) violated California Labor Code sections 226.7 due to unpaid meal period premiums;
24 (4) violated California Labor Code section 201-204, 210, 216, 227.3, 351, 353, and 2802 due to unpaid
25 waiting time penalties; (5) violated California Labor Code sections 226, 226.3, 246, 1174, and 1198.5
26 due to non-compliant wage statements; (6) violated California Business & Professions Code sections
27 17200, et seq.; and, (7) violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.

(b) On August 30, 2021, Plaintiff Silva sent a PAGA letter to the LWDA outlining his claims against Defendant. Silva's PAGA letter included allegations that Defendant had violated the following California Labor Code sections: 201-204, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, and 2802, as well as California Business and Professions Code section 17200. On November 19, 2021, Plaintiff Alfredo Silva filed the *Silva* Class Action which asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay overtime wages in violation of Cal. Labor Code § 510; (3) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; and (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802. On December 9, 2021, Plaintiff Alfredo Silva filed the *Silva* PAGA Action against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff Silva asserted the single claim that Defendant violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.

(c) As part of the Settlement, on August 2, 2022 Plaintiffs filed a First Amended Complaint in the in the *Silva* Class Action to include Plaintiff Rosenberg as a named plaintiff and add the claims alleged in the *Silva* PAGA Action and in the *Rosenberg* PAGA Action. The First Amended Complaint also conformed the Class definition to that set forth in the Agreement.

(d) Over the course of litigation, the Parties engaged in the investigation of the claims, including production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiff included: (1) time punch data showing employees' meal periods and their time worked; (2) Payroll data for employees; (3) Defendant's employee wage and hour policies; (5) the employment files for the Plaintiff; and, (7) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

1 (e) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
2 to mediation, the Parties engaged in the above investigation and the exchange of documents and
3 information in connection with the Action. On April 1, 2022, the Parties participated in an all-day
4 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
5 actions. At the conclusion of the mediation, each side, represented by its respective counsel, ultimately
6 were able to agree to settle the Action based on a mediator's proposal which was memorialized in the
7 form of a Memorandum of Understanding. At all times, the negotiations were arm's length and
8 contentious.

9 (f) The Parties continued to negotiate the terms of the settlement and prepared the long form
10 Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals who
11 are or previously were employed by Defendant in California who were classified as hourly, non-exempt
12 employees during the Class Period and worked at least one day during the Class Period." (Agreement
13 at ¶ I(3).) The Class Period is from October 21, 2016 to July 1, 2022. (Agreement at ¶ I(10).) The Class
14 consists of 1,191 Class Members.

15 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
16 kind associated with the claims alleged in the Action and further denies that, for any purpose other than
17 settlement, the Action are appropriate for class treatment. Defendant contends, among other things, that
18 it has correctly compensated the Class Members and complied at all times with the California Labor
19 Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class
20 certification would be inappropriate for any reason other than for settlement. Plaintiffs contend that
21 Defendant violated California wage and hour laws. Plaintiffs further contend that the Action is
22 appropriate for class certification on the basis that the claims meet the requisites for class certification.
23 Without admitting that class certification is proper, Defendant has stipulated that the above Class may
24 be certified for settlement purposes only. (Agreement at ¶ II(53).) The Parties agree that certification for
25 settlement purposes is not an admission that class certification would be proper if the class certification
26 issue were litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence
27 that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties

1 stipulate and agree that the requisites for establishing class certification with respect to the Class are
2 satisfied

3 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
4 the course of more than two years, Class Counsel diligently evaluated the Class Members' claims against
5 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
6 access to necessary information for the Class. In addition, Class Counsel previously negotiated
7 settlements with other employers in actions involving nearly identical issues and analogous defenses.
8 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
9 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
10 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
11 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
12 appellate issues.

13
14 7. History of Settlement Discussions

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

23 (b) The Parties attended an arms-length mediation session with Tripper Ortman, a respected and
24 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
25 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
26 Class, including time data, payroll data and data concerning the composition of the Class. Plaintiffs
27 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted

1 a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the Parties
2 agreed to this Settlement.

3 (c) From May 2022 to June 2023, the settlement agreement and exhibits thereto were finalized
4 and executed, and then presented by motion to this Court for preliminary approval. Supplemental briefing
5 was provided at the request of the Court. On July 18, 2023, the Court issued its Order granting
6 preliminary approved of the settlement as fair and reasonable to the Class.

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

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

11 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
12 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
13 applicable Labor laws. Defendant argued that all work time was paid for and that the CBA preempted
14 claims for overtime under Labor Code § 514. Defendant contends that their meal and rest period policies
15 fully complied with California law and that Defendant's timekeeping system recorded meal periods, and
16 was not required to record rest periods. As to expenses reimbursement, Defendant contended that there
17 was no failure to pay for business expenses and any cell phone usage was merely convenient and
18 voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the
19 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs'
20 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
21 argues that based on its facially lawful practices, it acted in good faith and without willfulness, which if
22 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If
23 successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While
24 Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit
25 and therefore present a serious risk to recovery by the Class.

26 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
27 to maintain a certified class through trial, and thereby not recover on behalf of any employees other than

1 themselves. At the time of the mediation, Defendant forcefully opposed the propriety of class
2 certification, arguing that individual issues precluded class certification. Further, as demonstrated by the
3 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
4 significant hurdles to overcome for a class-wide recovery even where the class has been certified. While
5 other cases have approved class certification in wage and hour claims, class certification in this action
6 was hotly disputed and the maintenance of a certified class through trial was by no means a foregone
7 conclusion.

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

23 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
24 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of preliminary
25 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
26 favorably to the value of the claims. The calculations to compensate for the amount due for the Class at
27 the time of the mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the

1 Class whose claims are at issue in this Action, Plaintiffs used the expert to analyze the data and determine
2 the potential unpaid wages for the employees. The maximum potential damages were calculated to be
3 \$3,118,571 for the alleged off-the-clock, \$14,899,970 for alleged meal period damages based upon a
4 57.7% potential violation rate observed in the 31,213 shifts analyzed, \$2,979,994 for alleged rest period
5 damages based one violation per work week, \$201,345 for alleged unreimbursed business expenses for
6 personal cell phone at \$5 per month. The claims for overtime damages and sick pay were given nominal
7 value because of CBA preemption under Labor Code § 514. As a result, the total damage valuation was
8 therefore calculated that Defendant was subject to a maximum damage claim in the amount of
9 \$21,199,880. As to potential penalties, Plaintiffs calculated that wage statement penalties were a
10 maximum of \$2,668,000 and potential waiting time penalties were a maximum of \$2,074,856. Defendant
11 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement
12 Amount of \$2,650,000 represents more than 12% of the maximum value of the alleged damages at issue
13 in this case at the time this Settlement was negotiated.¹ The above maximum calculations should then be
14 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
15 liability on all claims. Given the amount of the Settlement as compared to the potential value of the
16 claims, the Settlement is most certainly fair and reasonable.

17 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
18 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
19 defenses both to liability and to class certification. Currently, the maximum and average class member
20 allocation are \$2,837.11 and \$1,341.47, respectively. *See* Castro Decl. ¶ 14. Given the complexities of
21 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
22 reasonable and adequate, and should be finally approved.

23 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
24 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
25

26 ¹ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
27 the PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
28 Motion for Preliminary Approval in the Decl. Nordrehaug at ¶ 33.

1 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
2 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
3 Plaintiffs' case and the risk of establishing class wide liability and damages.

4
5 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

8 (a) Class Counsel successfully negotiated a class action settlement which provides for a
9 common fund settlement to be paid by Defendant Woodward HRT, Inc. ("Defendant") to the Class in
10 the amount of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) (the "Gross Settlement
11 Amount"). (Agreement at ¶ I(20).) As part of the settlement, the parties agreed to an award of attorneys'
12 fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment.
13 (Agreement at ¶ III(56)(b).) By this motion, Class Counsel respectfully requests approval of the Class
14 Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

25
26 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
27 Created for the Benefit of the Class

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

1 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
2 one-third of the Gross Settlement Amount of \$2,650,000, which equals \$883,333 for attorneys' fees.
3 As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable
4 litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000.
5 Finally, Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in
6 the amount of \$10,000 each, as their service award under the Agreement.

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

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

24 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
25 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
26 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
27 successful prosecution of the action, were present here. Attorneys' fees in this case were not only

1 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
2 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
3 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
4 multiplier approved in other cases.

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

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

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

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

1 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
2 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
3 Plaintiffs also support the requested awards.

4 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on
5 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
6 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$673,299
7 is also established by reference to Class Counsel’s lodestar in this matter. The contemporaneous billing
8 records for Class Counsel evidence that through October 23, 2023, Class Counsel’s total lodestar is
9 \$433,436.75, with significant additional fees still to be incurred to complete final approval and the
10 settlement process. The requested fee award is therefore currently equivalent to Class Counsel’s total
11 lodestar with a multiplier of 2, and there will be additional lodestar incurred by Class Counsel to complete
12 the settlement process and manage the settlement distribution and reports. Such a multiplier is below
13 the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.² As a result, this Court
14 may conclude that the requested award is fair and reasonable and is justified under California law.

15 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
16 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
17 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
18 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
19 Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if counsel is not
20 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
21

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

discouraged from prosecuting similar cases.

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-

588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Hoseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement.

12. The contemporaneous billing records for Class Counsel evidence that through October 23, 2023, Class Counsel's total lodestar is \$433,436.75, with significant additional fees still to be incurred to complete final approval and the settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a multiplier of 2, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From August 16, 2021 to October 23, 2023, my firm worked on this matter for over 402 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$335,118.75. A detailed breakdown of the total fees and the services performed

1 by the firm on this case is attached hereto as Exhibits #3 and 4.³ In addition, Class Counsel will be
2 performing significant additional work that is not included in this lodestar amount, including finalizing
3 the final approval motion, attending the hearing on final approval, and monitoring completion of the
4 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
5 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
6 community for similar work and, if this were a commercial matter, these are the charges that would be
7 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
8 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
9 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
10 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
11 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
12 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
13 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
14 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
15 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist.
16 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
17 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
18 firms practicing in the Southern District of California.) This survey is useful to show that Class
19 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
20 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
21 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
22 counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535
23 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges
24 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class
25

26 ³ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
27 June 2022, and Exhibit #4 contains the billing from June 2022 to October 23, 2023.

1 Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.
2 Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar
3 incurred with a reasonable multiplier of 2 which will be even less by the completion of the settlement.
4 This is comparable to the multiplier approved in other cases. The requested award is therefore
5 reasonable viewed by the Lodestar/Multiplier cross-check.

6
7 Litigation Expenses

8 13. The Agreement provides at paragraph 56(b), that Class Counsel may seek a “Class
9 Counsel Fees Payment and an amount not more than \$25,000”. Class Counsel requests reimbursement
10 for incurred litigation expenses and costs in the amount of \$25,000 based upon counsel’s billing records
11 which evidence total expenses of \$26,365.44. The requested expense reimbursement is less than actual
12 expenses incurred. These litigation expenses include the expenses incurred for filing fees, mediation
13 expenses, expert fees (Berger Consulting Group and Employment Research), attorney service charges
14 (Knox, One Legal), Caseanywhere charges, Lexis charges, and delivery expenses, all of which are costs
15 normally billed to and paid by the client. The details of the litigation expenses incurred are set forth in
16 Exhibits #3 and 4 hereto⁴ (expenses of \$15,382.45), and in the Declaration of Preston Lim at ¶11
17 (expenses of \$10,881.74) and the Declaration of Lloyd Lee at ¶13 (expenses of \$101.25). These costs
18 were reasonably incurred in the prosecution of the Action.

19
20 Service Awards

21 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
22 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
23 on behalf of the Class as the class representative. (Agreement at ¶ 56(a).) Defendant has agreed to this
24 payment and there have been no objections to the requested service award. The previously submitted

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27 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to October 23, 2023.

1 Declarations of the Plaintiffs in support of this request are attached hereto as Exhibit #6 and 7. As the
2 representatives of the Class, Plaintiffs performed their duty to the Class admirably and without exception.
3 Plaintiffs worked extensively with Class Counsel during the course of the litigation, responding to
4 numerous requests, searching for documents, working with counsel, and reviewing the settlement
5 documentation. The Declaration of Plaintiffs detail the involvement, stress and risks they undertook as
6 a result of this Action. Plaintiffs also assumed the serious risk that she might possibly be liable for costs
7 and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future employers
8 for having filed a class action on behalf of fellow former employees. Without the Plaintiffs’ participation,
9 cooperation and information, no other employees would be receiving any benefit. The payment of service
10 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
11 currently awarded range for similar settlements. The requested award is also reasonable by reference to
12 the amounts that other California courts have found to be reasonable in wage and hour class action
13 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.
14 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,
15 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
16 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000
17 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
18 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
19 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in
20 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
21 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
22 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award);
23 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
24 (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
25 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service
26 award); *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
27 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*

1 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding
2 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
3 Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*,
4 Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service
5 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
6 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
7 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service
8 award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July
9 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
10 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
11 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
12 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
13 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
14 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
15 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
16 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
17 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
18 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
19 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
20 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
21 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
22 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
23 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
24 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
25 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
26 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
27 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241

1 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
2 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000
3 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
4 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
5 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
6 service award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case
7 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

8 15. The requested service awards are also reasonable in light of the reputational risk that
9 Plaintiff assumed in bringing this action against their former employer. Plaintiffs put their future
10 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
11 searchable on the internet and may become known to prospective employers when evaluating" her for
12 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
13 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
14 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
15 exists that allows employers to run extensive background searches on potential employees. Companies
16 who provide these services specifically highlight the fact that their services allows employers to weed out
17 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
18 a prospective employee is likely to sue" the employer, through background checks and other means, to
19 screen out these employees.⁵ Onicra Credit Rating Agency states: "Background screening has become
20 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
21 culture, employers simply cannot afford to hire employees who will put their company at risk."⁶
22 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
23 extremely competitive and highly litigious, conducting pre employment background checks has become
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26 ⁵ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

27 ⁶ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 a necessity.”⁷

2 16. As a result, Class Counsel respectfully requests approval of the application for award of
3 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
4 expenses in the amount of \$25,0000, and approval of the requested service awards to the Plaintiffs.

5 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
6 The Class Counsel Fees Payment will be split sixty percent (60%) to Blumenthal Nordrehaug Bhowmik
7 De Blouw LLP, twenty percent (20%) to Lim Law Group, PC, and twenty percent (20%) to the
8 Law Offices of Lloyd Lee. The Plaintiffs expressly agreed to this fee split and explicitly affirmed this
9 fee split in the Agreement at ¶56(b).

10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 23th day of October 2023, at San Diego, California.

13
14 /s/ Norman Blumenthal
15 NORMAN B. BLUMENTHAL
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26 ⁷ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
27 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs George Rosenberg and Alfredo Silva (“Plaintiffs”) and defendant Woodward HRT, Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

1. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Silva v. Woodward HRT, Inc.*, Case No. 21STCV42692, filed in the Superior Court of the State of California, County of Los Angeles (which was removed to the United States District Court, Central District of California as Case No. 2:22-cv-00782-FLA-PVC, and remanded to State Court via stipulation and order on June 6, 2022), the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Silva v. Woodward HRT, Inc.*, Case No. 21CHCV00939, pending in the Superior Court of the State of California, County of Los Angeles; and the Representative Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Rosenberg v. Woodward HRT, Inc.*, Case No. 20STCV39415, pending in the Superior Court of the State of California, County of Los Angeles.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the PAGA Period and worked at least one day during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the Class Period and worked at least one day during the Class Period.
4. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”); Preston H. Lim of Lim Law Group, PC; and Lloyd J. Lee of the Law Offices of Lloyd Lee (“LIM”).
5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his

or her email address (if known and available to Defendant); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period as an Aggrieved Employee.

7. “Class Member” is an individual member of the Class.
8. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
9. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator) along with a Spanish and Vietnamese translation of the Class Notice.
10. “Class Period” means the period of time from October 21, 2016 to July 1, 2022.
11. “Class Representative” means the individuals representing the interests of the Class Members in this Settlement, specifically, George Rosenberg and Alfredo Silva.
12. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
13. “Court” means the Superior Court of California, County of Los Angeles.
14. “Defendant” means Woodward HRT, Inc.
15. “Defendant’s Counsel” means Gerald L. Maatman, Timothy L. Hix, and Meagan S. O’Dell of Seyfarth Shaw LLP.
16. “Effective Date” means the date by which all of the following have occurred:
 - a. This Agreement is granted final approval by the Court; and
 - b. The Judgment becomes Final as defined in Paragraph 18 of this Agreement.
17. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
18. “Final” means the last of the following dates, as applicable:
 - a. If no objection to the Settlement is made, the date the Judgment is entered.

- b. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - c. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- 19. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
 - 20. “Gross Settlement Amount” means Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments to the Participating Class Members and Aggrieved Employees, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
 - 21. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
 - 22. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
 - 23. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
 - 24. “PAGA Pay Period” means the number of biweekly pay periods worked by the Aggrieved Employee during the PAGA Period.
 - 25. “PAGA Period” means the period of time from September 28, 2019 to July 1, 2022.
 - 26. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
 - 27. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
 - 28. “Released Class Claims” refers to the release Defendant and Released Parties shall receive from the Participating Class Members of any and all class claims

pled or could have been pled, in any form or forum (including but not limited to any court of competent jurisdiction, any arbitration proceeding, or under any grievance), and under any theory of liability (including but not limited to any statute, regulation, collective bargaining agreement or other contract), based on the factual allegations contained in the operative complaints in the *Silva* Class Action, *Silva* PAGA Action, and *Rosenberg* PAGA Action, which occurred during the Class Period, including claims based on alleged violations of California Labor Code sections 201 to 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq), 2802, 2810.5, California Code of Regulations, Title 8, Sections 11040 and 11070, California Business & Professions Code sections 17200, et seq., and the California Industrial Welfare Commission Wage Order. The Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and claims based on facts occurring outside the Class Period.

29. "Released PAGA Claims" refers to the release Defendant and Released Parties shall receive from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by Plaintiffs and the operative complaints in the *Silva* PAGA Action and *Rosenberg* PAGA Action, which occurred during the PAGA Period. The Released PAGA Claims will be released against all Released Parties. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and claims based on facts occurring outside the PAGA Period
30. "Released Parties" collectively mean: Defendant, and its parent, predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing companies; and entities' respective divisions, officers directors, shareholders, partners, limited partners, agents, managers, members, trustees, representatives, independent contractors, payroll companies, temporary staffing agencies, attorneys, insurers, owners, licenses, indemnitees, representatives, successors and assigns, past and present.
31. "*Rosenberg* PAGA Action" means the action titled *Rosenberg v. Woodward HRT, Inc.*, Case No. 20STCV39415, pending in the Superior Court of the State of California, County of Los Angeles.
32. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement.
33. "Settlement Administrator" means the third party settlement administrator proposed by the Parties, as approved by the Court.

34. “Settlement Share” means each Participating Class Member’s and/or Aggrieved Employees’ share of the Net Settlement Amount as provided by this Agreement.
35. “*Silva* Class Action” means action titled *Silva v. Woodward HRT, Inc.*, Case No. 21STCV42692, filed in Superior Court of the State of California, County of Los Angeles.
36. “*Silva* PAGA Action” means the action titled *Silva v. Woodward HRT, Inc.*, Case No. 21CHCV00939, pending in the Superior Court of the State of California, County of Los Angeles.

II. RECITALS

37. On September 28, 2020, Plaintiff Rosenberg sent a PAGA letter to the LWDA outlining his claims against Defendant. Rosenberg’s PAGA letter included allegations that Defendant had violated the following California Labor Code sections: 201-204, 210, 216, 226, 226.3, 226.7, 227.3, 246, 351, 353, 404, 432, 510, 512, 515, 515.5, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2802, and 2810.5, as well as California Business and Professions Code section 17200.
38. On October 14, 2020, Plaintiff George Rosenberg filed the *Rosenberg* PAGA Action against Defendant in the Superior Court of the State of California, County of Los Angeles.
39. On October 21, 2020, Plaintiff Rosenberg filed a First Amended Complaint as a matter of right.
40. On January 27, 2021, Plaintiff Rosenberg filed a Second Amended Complaint via Stipulation and Order, signed January 26, 2021. Plaintiff Rosenberg asserted claims that Defendant:
 - a. Violated California Labor Code sections 510, 512, 515, 515.5, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 due to unpaid overtime;
 - b. Violated California Labor Code sections 226.7 due to unpaid rest period premiums;
 - c. Violated California Labor Code sections 226.7 due to unpaid meal period premiums;
 - d. Violated California Labor Code section 201-204, 210, 216, 227.3, 351, 353, and 2802 due to unpaid waiting time penalties;
 - e. Violated California Labor Code sections 226, 226.3, 246, 1174, and 1198.5 due to non-compliant wage statements;
 - f. Violated California Business & Professions Code sections 17200, et seq.; and

- g. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- 41. On February 26, 2021, Defendant filed an Answer to the Second Amended Complaint in the *Rosenberg* PAGA Action.
- 42. On August 30, 2021, Plaintiff Silva sent a PAGA letter to the LWDA outlining his claims against Defendant. Silva’s PAGA letter included allegations that Defendant had violated the following California Labor Code sections: 201-204, 210, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, and 2802, as well as California Business and Professions Code section 17200.
- 43. On November 19, 2021, Plaintiff Alfredo Silva filed the *Silva* Class Action against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant:
 - a. Violated California Business and Professions Code section 17200 *et seq.*;
 - b. Failed to pay minimum wages in violation of California Labor Code sections 201-204, 210, 221, 227.3, 1194, 1197 and 1197.1;
 - c. Failed to pay overtime wages in violation of California Labor Code sections 510, *et seq.*, 558, and 1198;
 - d. Failed to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
 - e. Failed to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order;
 - f. Failed to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 246; and
 - g. Failed to reimburse employees for required expenses in violation of California Labor Code section 2802.
- 44. On February 4, 2022, Defendant removed the *Silva* Class Action to the United States District Court, Central District of California, where it was assigned Case No. 2:22-cv-00782-FLA-PVC.
- 45. On March 12, 2022, Defendant filed an Answer to the Complaint in the *Silva* Class Action.
- 46. On December 9, 2021, Plaintiff Alfredo Silva filed the *Silva* PAGA Action against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff Silva asserted the single claim that Defendant:
 - a. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).

47. On February 23, 2022, the Parties filed a stipulation to extend Defendant's deadline to respond to the Complaint in the *Silva* PAGA Action.
48. On April 1, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. The Parties reached a settlement agreement at the mediation held on April 1, 2022.
49. Prior to mediation, Plaintiffs obtained, through informal discovery, Defendant's applicable policies and procedures and a sampling of time and payroll records for the Class and Aggrieved Employees. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
50. The Parties' settlement agreement was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
51. On June 2, 2022, pursuant to the terms of the Memorandum of Understanding, the Parties filed a stipulation to remand the *Silva* Class Action to State Court, which was granted on June 6, 2022.
52. On July 14, 2022, pursuant to the terms of the Memorandum of Understanding, Plaintiffs filed a stipulation and order to file a First Amended Complaint in the *Silva* Class Action to add Plaintiff Rosenberg as a party and consolidate the claims from the *Silva* PAGA Action and *Rosenberg* PAGA Action into the *Silva* Class Action.
53. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs, the Class, or Aggrieved Employees have merit or that Defendant bears any liability to Plaintiffs, the Class, or Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

54. **First Amended Complaint.** This Agreement is intended to resolve, collectively, all claims within the scope of the *Silva* Class Action, the *Silva* PAGA Action, and the *Rosenberg* PAGA Action. Plaintiffs shall, along with the filing of the Preliminary Approval Motion, file a First Amended Complaint in the *Silva* Class Action to include Plaintiff Rosenberg as a named plaintiff and add the claims

alleged in the *Silva* PAGA Action and in the *Rosenberg* PAGA Action. The First Amended Complaint shall also conform the Class definition to that set forth in this Agreement. The First Amended Complaint shall be substantively in the form attached hereto as Exhibit D. Defendant's obligation to file an answer to the First Amended Complaint is stayed pending the hearing on the Preliminary Approval Motion and the Final Approval Hearing and will be mooted by the Judgment in the Action. Upon the filing of the First Amended Complaint and the entry of the Preliminary Approval Order by the Court, Plaintiff Silva shall take the steps necessary for dismissal of the *Silva* PAGA Action without prejudice and Plaintiff Rosenberg shall take the steps necessary for dismissal of the *Rosenberg* PAGA Action without prejudice. Plaintiff Silva will file any necessary documents, including declarations, with the Court in the *Silva* PAGA Action. Plaintiff Rosenberg will file any necessary documents, including declarations, with the Court in the *Rosenberg* PAGA Action. Should the Court in either the *Silva* PAGA Action or the *Rosenberg* PAGA Action decline to grant the request to dismiss either matter, the Parties shall meet and confer about a mutually acceptable method to request the Court dismiss without prejudice either or both the *Silva* PAGA Action or the *Rosenberg* PAGA Action.

55. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
56. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - a. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiff Silva and Plaintiff Rosenberg will apply to the Court for an award of not more than \$10,000 each as Class Representative Service Payments, which is a combined total of \$20,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Plaintiffs may not rescind this Agreement due to the Court's refusal to award a Class Representative Service Payment, or due to the Court's reduction of the requested Class Representative Service Payment. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued

to each of the Plaintiffs with respect to the payments, and Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments. Plaintiffs have also agreed to a separate settlement in return for an undisclosed amount and will give a general release of all their individual claims including a Civil Code § 1542 waiver upon receipt of funds. Upon request, a copy of the individual agreements between Defendant and each of the Plaintiffs will be provided to the Court under seal.

- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$883,333, as their Class Counsel Fees Payment and an amount not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. The Class Counsel Fees Payment will be split sixty percent (60%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP, twenty percent (20%) to Lim Law Group, PC, and twenty percent (20%) to the Law Offices of Lloyd Lee. The Class Counsel Litigation Expenses Payment shall be allocated based on the incurred expenses of each Class Counsel. Should the Class Counsel Litigation Expenses Payment fail to cover all costs actually incurred by Class Counsel, all costs incurred by Class Counsel will be reimbursed from the Class Counsel Fees Payment prior to the 60/40 split of the Class Counsel Fees Payment. Defendant will not oppose Plaintiffs' request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. Plaintiffs may not rescind this Agreement due to any reduction in the requested Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$883,333 and \$25,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel and Class Counsel will be responsible for any and all taxes owed on the payments.
- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$100,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$75,000) to the Labor and Workforce Development Agency ("LWDA") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and 25% (\$25,000) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court

approves a PAGA Payment of less than \$100,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not subject to wage withholdings, and shall be reported on IRS Form 1099. The Aggrieved Employees will be responsible for any and all taxes on the PAGA Payment.

- d. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$28,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$28,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

57. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- b. **Calculation of Class Payment.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be paid based on the number of workweeks worked during the Class Period. The workweeks will be calculated by the Claims Administrator for each Class Member by dividing the total days employed as a Class Member during the Class Period by seven. Partial workweeks will be rounded up. Defendant’s workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence.
- c. **Withholding for Class Payment.**
 - i. Subject to approval by the Court, One-Fourth (1/4) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.

- ii. Subject to approval by the Court, Three-Fourths (3/4) of each Participating Class Member's Settlement Share is in settlement of claims for alleged statutory damages, non-taxable penalties, and interest due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Settlement Share.
 - d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendant has represented that the Class Members worked approximately 171,426 work weeks from October 21, 2016 through April 1, 2022. In regard hereto, Defendant will provide a declaration under penalty of perjury prior to the filing of the motion for preliminary approval confirming the number of Class Members and work weeks they worked during the Class Period. In the event the number of work weeks from October 21, 2016 through April 1, 2022 exceeds 171,426 by more than 10%, the settlement amount will be increased proportionately based on the number of actual work weeks worked in excess of such 10% threshold. For example, if the total number of work weeks as of the date of mediation is determined to be 11% higher than 171, 426, the settlement amount will be increased by 1%.
 - f. **Calculation of PAGA Payment.** Each Aggrieved Employee will be entitled, provisionally, to a share or shares of the \$25,000.00 allocated to the Aggrieved Employees from the PAGA Payment from the Net Settlement Amount. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' \$25,000 share of PAGA Penalties, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
58. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the

performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share and/or Aggrieved Employee's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

59. Procedure for Approving Settlement.

a. Motion for Preliminary Approval of Settlement by the Court.

- i. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). The Motion for Preliminary Approval will be drafted by Class Counsel and provided to Defendant's Counsel for review and comment within two weeks of execution of this Agreement, and will be filed with the Court within two weeks of Defendant's receipt of the draft motion. Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
 - i. No later than 30 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the unavailable Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, including Class Counsel, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section 59(b)(3), or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
 - ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Class Notice, and any email containing the re-mailed Class Notice, shall include a Spanish and Vietnamese translation. The envelope of the Class Notice Packet shall be substantially in the form attached hereto as Exhibit A and shall include an advisory about the content in both English, Spanish and Vietnamese.

- iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
 - iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
 - v. Not later than 10 days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation

Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 calendar days. Written objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
- ii. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. A dispute may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall require credible written evidence and will be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 calendar days.
- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 calendar days. To be valid, an Election Not to

Participate in Settlement must be timely and should comply with the instructions in the Class Notice, however an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. An Election Not to Participate may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- iv. **Report.** After the Class Notice is mailed, the Settlement Administrator will provide a report to Class Counsel and Defendant's Counsel on a weekly basis, each Friday, detailing the number of Elections Not to Participate in Settlement and objections received. Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

- d. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, Defendant, at its sole discretion, shall have the right, but not the obligation, to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within ten (10) calendar days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendant.
- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- f. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a Motion for Final Approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. Two weeks before the filing deadline, Class Counsel will provide a copy of the proposed Motion for Final Approval of the Settlement to Defendant's Counsel for review and comment.
 - iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiffs and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
 - iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the

Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- v. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

- 60. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- 61. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph,

provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

62. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) calendar days of the Effective Date. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
63. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check, and shall be mailed in an envelope substantially in the form attached hereto as Exhibit A. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 180 day period, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
64. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.
65. **Release of Claims.**
 - a. **Participating Class Members.** Upon full funding of the Gross Settlement Amount and payroll taxes due on the Wage Portion of the Settlement Shares, Defendant and Released Parties shall receive a release

from the Participating Class Members of all Released Class Claims.

The terms of the Agreement and the Final Judgment are binding on Plaintiffs and all other Participating Class Members, as well as their heirs, executors and administrators, successors, assigns, and anyone purporting to act or assert claims on their behalf (including any attempted action by any representative on their behalf), and those terms shall have res judicata, collateral estoppel, and all other preclusive effect in any and all pending and future claims, lawsuits, union grievances, arbitration proceedings or other proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those claims, lawsuits, grievances, or other proceedings are a Released Class Claims.

Upon full funding of the Gross Settlement Amount and payroll taxes due on the Wage Portion of the Settlement Shares, each and every claim released in the Agreement by the Plaintiffs and Participating Class Members, as well as their heirs, executors and administrators, successors, assigns, and anyone else purporting to act on their behalf, shall be deemed to be conclusively and forever released as against the Released Parties. As of the Effective Date and upon full funding of the Gross Settlement Amount and payroll taxes due on the Wage Portion of the Settlement Shares, the Plaintiffs and all Participating Class Members, as well as their heirs, executors and administrators, successors, assigns, and anyone else purporting to act on their behalf, are hereby forever barred from prosecuting or filing claims released in the Agreement, including the Released Class Claims, against the Released Parties.

- b. **Aggrieved Employees.** Upon full funding of the Gross Settlement Amount and payroll taxes due on the Wage Portion of the Settlement Shares, Defendant shall receive a release from the State of California and the Aggrieved Employees of all Released PAGA Claims. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.
- c. **Plaintiffs.** Upon entry of final judgment, Plaintiffs generally, release and discharge the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiffs’ Released Claims”). This release of Plaintiffs’ Released Claims releases the Released Parties from any claim that Plaintiffs could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, and claims outside the Class Period.

Plaintiffs acknowledge that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- 66. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- 67. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement, other than filing documents with the Court. Plaintiffs and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or Class Counsel or Defendant or Defendant's Counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Final Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. The motions for approval, the motion for attorneys' fees and the Judgment shall be posted on a website as set forth in the Class Notice. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

IV. MISCELLANEOUS TERMS

- 68. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly

disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

69. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

70. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties

pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.

71. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
72. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
73. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
74. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
75. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
76. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
77. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
78. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Defendant fully funds the Gross Settlement Amount, Class Counsel will return or destroy, and confirm in writing to Defendant the destruction, of all such documents and data.

79. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
80. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

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

Preston H. Lim
Lim Law Group, P.C.
3435 Wilshire Blvd., Suite 2350
Los Angeles, California 90010
Tel.: (213) 900-3000
Fax: (213) 204-3000
Email: phl@limlawgroup.com

Lloyd J. Lee
Law Offices of Lloyd Lee
25050 Ave Kearny, Suite 107-A
Valencia, California 91355
Tel.: (661) 480-2420
Fax: (213) 995-6344
Email: lloyd@pro-esq.com

To Defendant:

Timothy L. Hix
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Tel.: (213) 270-9600
Fax: (213) 270-9601
Email: thix@seyfarth.com

81. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each

of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

82. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure ("CCP") section 583.330 the date to bring a case to trial under CCP section 583.310 is extended for the entire period of this settlement process from the agreement to settle at the mediation on April 1, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.
83. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

06 / 21 / 2023
Dated: _____


Plaintiff George Rosenberg

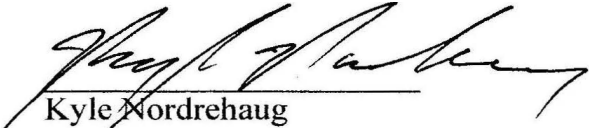
Dated: _____

Plaintiff Alfredo Silva

6/21/2023
Dated: _____


Paul Benson [name]
For Defendant Woodward HRT, Inc.

Dated: 6/21/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

06 / 21 / 2023
Dated: _____


Preston H. Lim
Lim Law Group, P.C.
Attorney for Plaintiff

of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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83. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff George Rosenberg

Dated: Jun 25, 2023



Alfredo L Silva (Jun 25, 2023 21:52 PDT)

Plaintiff Alfredo Silva

Dated: 6/21/2023



Paul Benson [name]

For Defendant Woodward HRT, Inc.

Dated: _____

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Preston H. Lim
Lim Law Group, P.C.
Attorney for Plaintiff

06 / 21 / 2023

Dated: _____

Lloyd Lee

Lloyd J. Lee
Law Offices of Lloyd Lee
Attorney for Plaintiff

6/20/2023³
Dated: _____

Timothy Hix
Paul Benson

Timothy Hix
Seyfarth Shaw LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Silva v. Woodward HRT, Inc., Superior Court of the State of California,
County of Los Angeles, Case No. 21STCV42692***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Woodward HRT, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs George Rosenberg and Alfredo Silva (“Plaintiffs”) and seeks payment of (1) wages and other relief for all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the Class Period and worked at least one day during the Class Period (October 21, 2016 to July 1, 2022) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the PAGA Period and worked at least one day during the PAGA Period (September 28, 2019 to July 1, 2022) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Settlement Share payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Payment to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Settlement Share is estimated to be <<\$ _____>> (less withholding) and your share of the PAGA Payment is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Payment, then according to Defendant’s records you are not eligible for a share of the PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

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

is _____.	of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and opt-out of the Class Settlement, you will still be paid your share of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 17 before Judge Maren Nelson. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by _____	The amount of your Settlement Share and your share of the PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. Why did I get this Notice?

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

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

All individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the Class Period and worked at least one day during the Class Period.

The “Class Period” is October 21, 2016 to July 1, 2022.

2. What is this class action lawsuit about?

On October 14, 2020, Plaintiff George Rosenberg filed the *Rosenberg* PAGA Action against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV39415. On October 21, 2020, Plaintiff Rosenberg filed a First Amended Complaint. On January 27, 2021, Plaintiff Rosenberg filed a Second Amended Complaint. Plaintiff Rosenberg asserted the following class claims against Defendant: unfair competition, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to pay waiting time penalties, failure to provide accurate itemized wage statements, and violation of PAGA.

On November 19, 2021, Plaintiff Alfredo Silva filed the *Silva* Class Action against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV42692. Plaintiff Silva asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to pay waiting time penalties, and failure to provide required expense reimbursement. On December 9, 2021, Plaintiff Alfredo Silva filed the *Silva* PAGA Action against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 21CHCV00939. Plaintiff Silva asserted the single claim that Defendant violated the PAGA. On February 4, 2022, Defendant removed the *Silva* Class Action to the United States District Court, Central District of California, where it was assigned Case No. 2:22-cv-00782-FLA-PVC.

These three lawsuits are referred to in this Class Notice as the “Action.” On June 2, 2022, as part of this Settlement, the Parties filed a stipulation to remand the *Silva* Class Action to State Court, which was granted on June 6, 2022. On August 2, 2022, as part of this Settlement, Plaintiffs filed the First Amended Complaint in the *Silva* Class Action to add Plaintiff Rosenberg as a named party and consolidate the claims from the *Silva* PAGA Action and *Rosenberg* PAGA Action into the *Silva* Class Action.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP, Lim Law Group, PC, and Law Offices of Lloyd Lee to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant. Within fifteen (15) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is entered, unless there are objections in which case "Final" means when the Judgment is no longer subject to appeal. Fifteen (15) days after the Settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Settlement Shares are made to Class Members who do not request exclusion ("Participating

Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$28,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$883,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 to each of the two named Plaintiffs as service awards, which is a combined total of \$20,000 for Class Representative Service Payments, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$100,000 relating to Plaintiffs’ claim under PAGA, \$75,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$25,000 will be distributed to the Aggrieved Employees. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ \$25,000 share of PAGA Penalties, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means the number of biweekly pay periods worked by the Aggrieved Employee during the PAGA Period, which is September 28, 2019 to July 1, 2022.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least

\$ _____. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be paid based on the number of workweeks worked during the Class Period. The workweeks will be calculated by the Settlement Administrator for each Class Member by dividing the total days employed as a Class Member during the Class Period by seven. Partial workweeks will be rounded up. The number of weeks worked will be based on Defendant's records, however, Class Members may challenge the number of weeks worked as explained below.

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

Tax Matters. Twenty-five Percent (25%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-five Percent (75%) of each Participating Class Member's Settlement Share is in settlement of claims for alleged statutory damages, non-taxable penalties, and interest due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Settlement Share payment are conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Defendant and the Released Parties shall receive a release from the Participating Class Members of the “Released Class Claims”, which are any and all class claims pled or could have been pled, in any form or forum (including but not limited to any court of competent jurisdiction, any arbitration proceeding, or under any grievance), and under any theory of liability (including but not limited to any statute, regulation, collective bargaining agreement or other contract), based on the factual allegations contained in the operative complaints in the *Silva* Class Action, *Silva* PAGA Action, and *Rosenberg* PAGA Action, which occurred during the Class Period, including claims based on alleged violations of California Labor Code sections 201 to 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq), 2802, 2810.5, California Code of Regulations, Title 8, Sections 11040 and 11070, California Business & Professions Code sections 17200, et seq., and the California Industrial Welfare Commission Wage Order. The Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, Defendant and the Released Parties shall receive a release from the State of California of the “Released PAGA Claims”, which are all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by Plaintiffs and the operative complaints in the *Silva* PAGA Action and *Rosenberg* PAGA Action, which occurred during the PAGA Period. The Released PAGA Claims will be released against all Released Parties. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and claims based on facts occurring outside the PAGA Period.

Released Parties. The Released Parties collectively mean: Defendant, and its parent, predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing companies; and entities’ respective divisions, officers directors, shareholders, partners, limited partners, agents, managers, members, trustees, representatives, independent contractors, payroll companies, temporary staffing agencies, attorneys, insurers, owners, licenses, indemnitees, representatives, successors and assigns, past and present.

5. How much will my payment be?

Defendant's records reflect that you worked <<____>> weeks during the Class Period (October 21, 2016 to July 1, 2022).

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

[Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (September 28, 2019 to July 1, 2022). Based on this information your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 60 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion. **The PAGA Payment is \$100,000, of which \$25,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Payment, if any, is set forth in Section 5 above.**

To opt-out, you must submit to the Settlement Administrator a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing]. You may also fax your request to opt-out to _____ or email the opt-out to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 60 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Silva v. Woodward HRT* lawsuit. The request to opt-out should state the Class Member's full name, address, telephone number, the last-four digits of his/her social security number for verification purposes, and the approximate dates of employment in California by Defendant. Please include the name and number of the case, which is *Silva v. Woodward HRT, Inc*, Case No. 21STCV42692. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Class Counsel are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Silva v. Woodward HRT* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV42692

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than _____ [forty-five (45) days after the date of the mailing of the Class Notice or 60 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Silva v. Woodward HRT*, Case No. 21STCV42692, and include your name, current address,

telephone number, and approximate dates of employment for Defendant and sign the objection. The Settlement Administrator's contact information is as follows:

Settlement Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, a face mask must be worn over the nose and mouth at all times in all public courthouse spaces. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at

<https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

Preston H. Lim
Lim Law Group, P.C.
3435 Wilshire Blvd., Suite 2350
Los Angeles, California 90010
Tel.: (213) 900-3000
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COUNSEL FOR DEFENDANT:

Timothy L. Hix
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Tel.: (213) 270-9600
Fax: (213) 270-9601

E-Mail: thix@seyfarth.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Maren Nelson. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person, however, please note that a face mask must be worn over the nose and mouth at all times in all public courthouse spaces. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Silva v. Woodward HRT*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV42692.

10. How Can I Get More Information?

You may call the Settlement Administrator at _____ or write to *Silva v. Woodward HRT* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Silva v. Woodward HRT*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV42692. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Settlement Administrator shall direct all unclaimed funds to be paid to the California State Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check, where you may claim the funds.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **21STCV42692**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Maren Nelson
Dept.: 17

Complaint Filed: November 19, 2021
Trial date: None Set

This matter came before the Honorable Maren Nelson of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Alfredo Silva and George Rosenberg ("Plaintiffs") for preliminary approval of the Settlement with Defendant Woodward HRT, Inc. ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good

PRELIMINARY APPROVAL ORDER

1 cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action
2 Settlement.

3
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is Two Million Six
14 Hundred Fifty Thousand Dollars (\$2,650,000). It appears to the Court on a preliminary basis that
15 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
16 Members when balanced against the probable outcome of further litigation and the significant
17 risks relating to certification, liability and damages issues. It further appears that investigation and
18 research have been conducted such that counsel for the Parties are able to reasonably evaluate
19 their respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arms-length negotiations.

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

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

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred which shall not exceed
5 \$25,000, and a proposed Class Representative Service Payment to the two Plaintiffs in an amount
6 not to exceed \$10,000 each (or a combined total of \$20,000 for the two named Plaintiffs). The
7 Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
8 award, until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting
9 these requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the following Class: "all
14 individuals who are or previously were employed by Defendant in California who were classified
15 as hourly, non-exempt employees during the Class Period and worked at least one day during the
16 Class Period." The Class Period is from October 21, 2016 to July 1, 2022.

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

27 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
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PRELIMINARY APPROVAL ORDER

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Preston H. Lim of Lim Law Group, PC, and
3 Lloyd J. Lee of the Law Offices of Lloyd Lee as Class Counsel for the Class.

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

20 10. The Court hereby appoints ILYM Group as Settlement Administrator. No later
21 than 30 days after this Order, Defendant will provide to the Settlement Administrator an electronic
22 database containing the Class Data. The Settlement Administrator will perform address updates
23 and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
24 possible, and in no event later than 14 days after receiving the Class Data, the Settlement
25 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
26 Mail to their last known address.

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PRELIMINARY APPROVAL ORDER

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

16 12. Any Class Member who has not opted out may appear at the final approval hearing
17 and may object or express the Member’s views regarding the Settlement, and may present
18 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
19 and determined by the Court as provided in the Notice. Class Members will have until the
20 Response Deadline to submit their written objections to the Settlement Administrator. Written
21 objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class
22 Notice. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be
23 extended an additional 15 days. Alternatively, Class Members may appear at the Final Approval
24 Hearing to make an oral objection.

25 13. A final approval hearing shall be held before this Court on _____
26 _____ at _____ in Department 17 at the Spring Street Courthouse of the Los
27 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys’
28

PRELIMINARY APPROVAL ORDER

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

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

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

PRELIMINARY APPROVAL ORDER

1 including all available defenses and affirmative defenses, and arguments that any claim in the
2 Action could not be certified as a class action and/or managed as a representative action. Nothing
3 in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the
4 Agreement if it is not approved.

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

9 **IT IS SO ORDERED.**

10 Dated: _____

11 _____
12 HON. MAREN NELSON
13 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **21STCV42692**

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Maren Nelson
Dept.: 17

Complaint Filed: November 19, 2021
Trial date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Alfredo Silva and George Rosenberg (“Plaintiffs”) for
2 an order finally approving the Class Action Settlement Agreement (“Agreement” or “Settlement”)
3 with Defendant Woodward HRT, Inc. (“Defendant”), attorneys’ fees and costs, service payment,
4 and the expenses of the Settlement Administrator duly came on for hearing on _____
5 before the Honorable Maren Nelson.

6
7 **I.**
8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Two Million Six Hundred
17 Fifty Thousand Dollars (\$2,650,000) and the terms set forth in the Agreement are fair, reasonable,
18 and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

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

28

FINAL APPROVAL ORDER AND JUDGMENT

1 b. Plaintiffs' and their counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

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

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

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

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

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

16 **Attorneys' Fees and Costs**

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 to each of the two Plaintiffs, subject to the Court's approval. The Court finds that
25 Class Representative Service Payments in the amount of \$_____ to each Plaintiff is reasonable
26 in light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and
27

28 FINAL APPROVAL ORDER AND JUDGMENT

1 effort in bringing and prosecuting this matter on behalf of the Class, and for their execution of a
2 general release.

3 **Settlement Administration Expenses**

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

10 **PAGA Payment**

11 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
12 Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees
15 based on their respective pay periods worked during the PAGA Period, which is September 28,
16 2019 to July 1, 2022. "Aggrieved Employees" are all individuals who are or previously were
17 employed by Defendant in California who were classified as hourly, non-exempt employees
18 during the PAGA Period and worked at least one day during the PAGA Period. The Settlement
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 Aggrieved Employees' \$25,000 share of PAGA Penalties, by the total number of PAGA Pay
21 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Pay Periods. Pursuant to Labor Code section 2699,
23 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
24 and has not indicated any objection thereto. The Court finds this PAGA Payment to be
25 reasonable.

1 II.
2 ORDERS

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

4 1. The Class is certified for the purposes of settlement only. The Class is hereby
5 defined as follows:

6 All individuals who are or previously were employed by Defendant in California
7 who were classified as hourly, non-exempt employees during the Class Period and
8 worked at least one day during the Class Period.

9 The "Class Period" is October 21, 2016 to July 1, 2022.

10 2. All persons who meet the foregoing definition are members of the Class, except for
11 those individuals who filed a valid request for exclusion ("opt out") from the Class. <<Insert
12 Identification of Any Opt-Outs>>.

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

15 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
16 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
17 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

18 5. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

19 6. The payment of \$_____ to the Settlement Administrator for their fees and
20 expenses is approved.

21 7. The PAGA Payment of \$100,000 is approved to be distributed in accordance with
22 the Agreement.

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

26 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
27 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
28

FINAL APPROVAL ORDER AND JUDGMENT

1 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
2 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
4 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
5 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
6 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
7 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
8 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
9 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
10 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
12 Claims.

13 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
15 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
16 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
17 to individual Class Members.

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

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

26 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
27 Plaintiffs, and all members of the Class, shall take nothing in the Action. The terms of the Final
28

FINAL APPROVAL ORDER AND JUDGMENT

1 Judgment are binding on Plaintiffs and all other Participating Class Members, as well as their
2 heirs, executors and administrators, successors, assigns, and anyone purporting to act or assert
3 claims on their behalf (including any attempted action by any representative on their behalf), and
4 those terms shall have res judicata, collateral estoppel, and all other preclusive effect in any and all
5 pending and future claims, lawsuits, union grievances, arbitration proceedings or other
6 proceedings, including all forms of alternative dispute resolution, maintained by or on behalf of
7 any such persons, to the extent those claims, lawsuits, grievances, or other proceedings are a
8 Released Class Claims. Upon full funding of the Gross Settlement Amount and payroll taxes due
9 on the Wage Portion of the Settlement Shares, each and every claim released in the Agreement by
10 the Plaintiffs and Participating Class Members, as well as their heirs, executors and administrators,
11 successors, assigns, and anyone else purporting to act on their behalf, shall be deemed to be
12 conclusively and forever released as against the Released Parties. As of the Effective Date, the
13 Plaintiffs and all Participating Class Members, as well as their heirs, executors and administrators,
14 successors, assigns, and anyone else purporting to act on their behalf, are hereby forever barred
15 from prosecuting or filing claims released in the Agreement, including the Released Class Claims,
16 against the Released Parties.

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

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

23 4. As of the Effective Date and upon full finding of the Gross Settlement Amount by
24 Defendant, each Class Member who has not validly opted out will be deemed to have released the
25 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
26 Agreement.

27 5. As used in paragraph 4 above, the quoted terms have the meanings set forth below:
28

FINAL APPROVAL ORDER AND JUDGMENT

1 (a) “Released Class Claims” means any and all class claims pled or could have
2 been pled, in any form or forum (including but not limited to any court of competent jurisdiction,
3 any arbitration proceeding, or under any grievance), and under any theory of liability (including
4 but not limited to any statute, regulation, collective bargaining agreement or other contract), based
5 on the factual allegations contained in the operative complaints in the *Silva* Class Action, *Silva*
6 PAGA Action, and *Rosenberg* PAGA Action, which occurred during the Class Period, including
7 claims based on alleged violations of California Labor Code sections 201 to 204, 210, 216, 221,
8 225.5, 226, 226.3, 226.7, 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5,
9 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq), 2802, 2810.5, California
10 Code of Regulations, Title 8, Sections 11040 and 11070, California Business & Professions Code
11 sections 17200, et seq., and the California Industrial Welfare Commission Wage Order. The
12 Released Class Claims expressly exclude all other claims, including claims for vested benefits,
13 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
14 insurance, disability, social security, workers’ compensation, and claims based on facts occurring
15 outside the Class Period.

16 (b) “Released Parties” collectively mean: Defendant, and its parent,
17 predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing
18 companies; and entities’ respective divisions, officers directors, shareholders, partners, limited
19 partners, agents, ~~employees~~, managers, members, trustees, representatives, independent
20 contractors, payroll companies, temporary staffing agencies, attorneys, insurers, owners, licenses,
21 indemnitees, representatives, successors and assigns, past and present.

22 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
23 Defendant, Defendant and the Released Parties shall receive a release from the State of California
24 of the “Released PAGA Claims”, which are all PAGA claims for civil penalties under California
25 Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor
26 Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by
27 Plaintiffs and the operative complaints in the *Silva* PAGA Action and *Rosenberg* PAGA Action,
28

FINAL APPROVAL ORDER AND JUDGMENT

1 which occurred during the PAGA Period. The Released PAGA Claims will be released against all
2 Released Parties. The Released PAGA Claims expressly exclude all other claims, including
3 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
4 Act, unemployment insurance, disability, social security, workers' compensation, and claims
5 based on facts occurring outside the PAGA Period.

6 7. Plaintiffs have generally released all claims as set forth in the Agreement and have
7 agreed to a waiver of Civil Code section 1542.

8 8. If any Participating Class Member's check remains uncashed by the expiration
9 date, the funds from such uncashed checks will be paid to the California State Controller's
10 Unclaimed Property Fund in the name of the Participating Class Member.

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

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

17
18 Dated: _____

19 _____
20 HON. MAREN NELSON
21 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT D

[FIRST AMENDED COMPLAINT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **21STCV42692**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698, *et seq.*); and
9. RETALIATION IN VIOLATION OF LABOR CODE § 1102.5, *et seq.*

DEMAND FOR A JURY TRIAL

1 Plaintiffs Alfredo Silva and George Rosenberg (“PLAINTIFFS”), individuals, on behalf
2 of themselves and all other similarly situated current and former employees allege on
3 information and belief, except for their own acts and knowledge which are based on personal
4 knowledge, the following:

5
6 **THE PARTIES**

7 1. Defendant Woodward HRT, Inc. (“DEFENDANT”) is a corporation that at all
8 relevant times mentioned herein conducted and continues to conduct substantial business in the
9 state of California.

10 2. DEFENDANT Woodward Hrt, Inc. designs and manufactures relays and industrial
11 controls. The Company offers range of products including hydraulic controls, smart actuators,
12 electromechanical systems, photonic controls, electro-hydraulic, turret control and stabilization
13 systems.

14 3. Plaintiff Silva has been employed by DEFENDANT in California since 1996 and
15 has been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
16 basis, and entitled to the legally required meal and rest periods and payment of minimum and
17 overtime wages due for all time worked.

18 4. Plaintiff Rosenberg has been employed by DEFENDANT in California from
19 September 9, 2009 to September 18, 2020 and was at all times classified by DEFENDANT as
20 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
21 rest periods and payment of minimum and overtime wages due for all time worked.

22 5. PLAINTIFFS bring this Class Action on behalf of themselves and a California
23 class, defined as all individuals who are or previously were employed by DEFENDANT in
24 California and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time
25 during the period of October 21, 2016 to July 1, 2022 (the “CALIFORNIA CLASS PERIOD”).
26 The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under
27 five million dollars (\$5,000,000.00).

28 6. PLAINTIFFS bring this Class Action on behalf of themselves and a CALIFORNIA

1 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
2 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which failed
3 to lawfully compensate these employees. DEFENDANT's policy and practice alleged herein
4 was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained and
5 continues to retain wages due PLAINTIFFS and the other members of the CALIFORNIA
6 CLASS. PLAINTIFFS and the other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and
8 the other members of the CALIFORNIA CLASS who have been economically injured by
9 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
10 relief.

11 7. The true names and capacities, whether individual, corporate, subsidiary,
12 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
13 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant
14 to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege
15 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
16 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that
17 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
18 responsible in some manner for one or more of the events and happenings that proximately
19 caused the injuries and damages hereinafter alleged.

20 8. The agents, servants and/or employees of the Defendants and each of them acting
21 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
22 agent, servant and/or employee of the Defendants, and personally participated in the conduct
23 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
24 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
25 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
26 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
27 Defendants' agents, servants and/or employees.

THE CONDUCT

9. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS are from time to time interrupted by work assignments while clocked out for what should be PLAINTIFFS' off-duty meal break. PLAINTIFFS and CALIFORNIA CLASS Members also worked off the clock with respect to time spent undergoing mandatory drug testing or any other testing and/or examination required as a condition of employment. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

10. State and federal law provides that employees must be paid overtime and meal and

1 rest break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and
2 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that
3 is tied to specific elements of an employee’s performance.

4 11. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
5 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid
6 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
7 performance for DEFENDANT. The non-discretionary incentive program provided all
8 employees paid on an hourly basis with incentive compensation when the employees met the
9 various performance goals set by DEFENDANT. However, when calculating the regular rate
10 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and other
11 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
12 as part of the employees’ “regular rate of pay” for purposes of calculating overtime pay and meal
13 and rest break premium pay. Management and supervisors described the incentive program to
14 potential and new employees as part of the compensation package. As a matter of law, the
15 incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS Members
16 must be included in the “regular rate of pay.” The failure to do so has resulted in a
17 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFFS and
18 other CALIFORNIA CLASS Members by DEFENDANT.

19 12. As a result of their rigorous work schedules, PLAINTIFFS and other
20 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
21 meal breaks and are not fully relieved of duty for their meal periods. PLAINTIFFS and other
22 CALIFORNIA CLASS Members are required from time to time to perform work as ordered by
23 DEFENDANT for more than five (5) hours during some shifts without receiving a meal break.
24 Further, DEFENDANT from time to time fails to provide PLAINTIFFS and CALIFORNIA
25 CLASS Members with a second off-duty meal period for some workdays in which these
26 employees are required by DEFENDANT to work ten (10) hours of work. DEFENDANT also
27 engages in the practice of rounding the meal period times to avoid paying penalties to
28 PLAINTIFFS and other CALIFORNIA CLASS Members. PLAINTIFFS and other members

1 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and
2 in accordance with DEFENDANT's corporate policy and practice.

3 13. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other
4 CALIFORNIA CLASS Members are also required from time to time to work in excess of four
5 (4) hours without being provided ten (10) minute rest periods. Further, these employees are
6 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
7 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
8 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
9 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
10 or more from time to time. PLAINTIFFS and other CALIFORNIA CLASS Members are also
11 not provided with one hour wages in lieu thereof. DEFENDANT did not have a policy or
12 practice which paid for off-duty rest periods to PLAINTIFFS and the other CALIFORNIA
13 CLASS Members. As a result, DEFENDANT's failure to provide PLAINTIFFS and the
14 CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by
15 DEFENDANT's business records. Additionally, the applicable California Wage Order requires
16 employers to provide employees with off-duty rest periods, which the California Supreme Court
17 defined as time during which an employee is relieved from all work related duties and free from
18 employer control. In so doing, the Court held that the requirement under California law that
19 employers authorize and permit all employees to take rest period means that employers must
20 relieve employees of all duties and relinquish control over how employees spend their time
21 which includes control over the locations where employees may take their rest period.
22 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
23 minutes out, five minutes back. Here, DEFENDANT's policy restricts PLAINTIFFS and other
24 CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
25 DEFENDANT's rule which states PLAINTIFFS and other CALIFORNIA CLASS Members
26 cannot leave the work premises during their rest period.

27 14. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to accurately
28 record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount

1 of time these employees work. Pursuant to the Industrial Welfare Commission Wage Orders,
2 DEFENDANT is required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for
3 all time worked, meaning the time during which an employee was subject to the control of an
4 employer, including all the time the employee was permitted or suffered to permit this work.
5 DEFENDANT requires these employees to work off the clock without paying them for all the
6 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
7 known that PLAINTIFFS and the other members of the CALIFORNIA CLASS are under
8 compensated for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS
9 Members forfeit time worked by working without their time being accurately recorded and
10 without compensation at the applicable minimum wage and overtime wage rates. To the extent
11 that the time worked off the clock does not qualify for overtime premium payment,
12 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of Cal.
13 Lab. Code §§ 1194, 1197, and 1197.1.

14 15. From time to time, DEFENDANT also fails to provide PLAINTIFFS and the other
15 members of the CALIFORNIA CLASS with complete and accurate wage statements which
16 failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code §
17 226 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate. Aside, from the violations listed above in this paragraph,
21 DEFENDANT fails to issue to PLAINTIFFS an itemized wage statement that lists all the
22 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to
23 time provides PLAINTIFFS and the other members of the CALIFORNIA CLASS with wage
24 statements which violated Cal. Lab. Code § 226.

25 16. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed
26 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are
27 paid not more than seven calendar days following the close of the payroll period. Cal. Lab. Code
28 § 210 provides:

1 [I]n addition to, and entirely independent and apart from, any other penalty provided in
2 this article, every person who fails to pay the wages of each employee as provided in
3 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
4 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
5 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
6 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

7 17. DEFENDANT from time to time fails to pay PLAINTIFFS and members of the
8 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
9 period in accordance with Cal. Lab. Code § 204(d), including but not limited to the “Retro Pay
10 Flat” wage payment.

11 18. DEFENDANT underpays sick pay wages to PLAINTIFFS and other
12 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
13 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
14 employees earn non-discretionary remuneration, including but not limited to, incentives, shift
15 differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT
16 underpays sick pay to PLAINTIFFS and other CALIFORNIA CLASS Members at their base
17 rates of pay.

18 19. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
19 employees be calculated by dividing the employee’s total wages, not including overtime
20 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days
21 of employment.

22 20. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
23 the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely earned
24 non-discretionary incentive wages, including but not limited to, incentives, shift differential pay,
25 and bonuses, which increased their regular rate of pay. However, when sick pay was paid, it was
26 paid at the base rate of pay for PLAINTIFFS and members of the CALIFORNIA CLASS, as
27 opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

28 21. As a pattern and practice, DEFENDANT regularly failed to pay members of the
CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties pursuant
to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and believe and based

1 thereon allege that such failure to pay sick pay at regular rate was willful, such that members of
2 the CALIFORNIA CLASS whose employment has separated are entitled to waiting time
3 penalties pursuant to Cal. Lab. Code Sections 201-203.

4 22. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer to
5 collect or receive from an employee any part of wages theretofore paid by said employer to said
6 employee." DEFENDANT fails to pay all compensation due to PLAINTIFFS and other
7 CALIFORNIA LABOR SUB-CLASS Members, makes unlawful deductions from compensation
8 payable to PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members, fails to disclose
9 all aspects of the deductions from compensation payable to PLAINTIFFS and CALIFORNIA
10 LABOR SUB-CLASS Members, and thereby fails to pay these employees all wages due at each
11 applicable pay period and upon termination. PLAINTIFFS and members of the CALIFORNIA
12 LABOR SUB-CLASS seek recovery of all illegal deductions from wages according to proof,
13 related penalties, interest, attorney fees and costs.

14 23. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
15 PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses
16 incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence
17 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
18 2802, employers are required to indemnify employees for all expenses incurred in the course and
19 scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
21 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
22 directions of the employer, even though unlawful, unless the employee, at the time of obeying
23 the directions, believed them to be unlawful."

24 24. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS
25 Members as a business expense, are required by DEFENDANT to use their own personal cellular
26 phones as a result of and in furtherance of their job duties as employees for DEFENDANT but
27 are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their
28 personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and other

1 CALIFORNIA CLASS Members are required by DEFENDANT to use their personal cellular
2 phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and
3 other members of the CALIFORNIA CLASS incurred unreimbursed business expenses which
4 included, but were not limited to, costs related to the use of their personal cellular phones all on
5 behalf of and for the benefit of DEFENDANT.

6 25. Specifically as to PLAINTIFFS, DEFENDANT fails to provide all the legally
7 required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage
8 Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to
9 PLAINTIFFS. DEFENDANT does not have a policy or practice which provided timely off-duty
10 meal and rest breaks to PLAINTIFFS and also fails to compensate PLAINTIFFS for
11 PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the
12 PLAINTIFFS does not prevent PLAINTIFFS from being relieved of all of their duties for the
13 legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
14 PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business
15 records. The amount in controversy for PLAINTIFFS individually does not exceed the sum or
16 value of \$75,000.

17 26. Furthermore, specifically as to Plaintiff Silva, subsequent to filing the instant
18 lawsuit on November 19, 2021, DEFENDANT has retaliated against Plaintiff Silva by assigning
19 Plaintiff Silva excessive job assignments and tasks, demanding the performance of job duties
20 outside the scope of Plaintiff Silva's job description, isolating and singling Plaintiff Silva out
21 from colleagues, reprimanding Plaintiff Silva for not working overtime, and requiring that
22 Plaintiff Silva be on duty to perform work tasks during Plaintiff Silva's meal and rest breaks. For
23 example, DEFENDANT has increased Plaintiff Silva's workload, including assigning Plaintiff
24 Silva job tasks normally assigned to only salaried, exempt employees, and assigning Plaintiff
25 Silva tasks that require a greater investment of time than is allotted. Further, DEFENDANT has
26 excluded Plaintiff Silva from department meetings, including safety training meetings occurring
27 after safety incidents and has denied Plaintiff Silva safety equipment necessary for the
28 performance of Plaintiff Silva's job tasks. DEFENDANT has required Plaintiff Silva to carry a

1 walkie-talkie on meal and rest breaks and to respond, either via walkie-talkie or on his personal
2 cellular phone, to emails, texts, calls, and messages regarding work while on his meal and rest
3 breaks. Plaintiff Silva engaged in protected activity by filing this lawsuit. As a direct
4 consequence of Plaintiff Silva's filing of the instant lawsuit, DEFENDANT retaliated against
5 Plaintiff Silva by increasing his workload, segregating and singling him out from his colleagues,
6 and attempting to force Plaintiff Silva to quit his employment for relief. The amount in
7 controversy for Plaintiff Silva individually does not exceed the sum or value of \$75,000.

8 9 **JURISDICTION AND VENUE**

10 27. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
12 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
13 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

14 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT and
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
17 in this County and/or conducts substantial business in this County, and (ii) committed the
18 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

19 20 **THE CALIFORNIA CLASS**

21 29. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive
22 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
23 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all
24 individuals who are or previously were employed by DEFENDANT in California and classified
25 as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period
26 beginning four (4) years prior to the filing of this Complaint and ending on the date as
27 determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy
28

1 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
2 (\$5,000,000.00).

3 30. To the extent equitable tolling operates to toll claims by the CALIFORNIA
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
5 accordingly.

6 31. DEFENDANT, as a matter of company policy, practice and procedure, and in
7 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
8 requirements, and the applicable provisions of California law, intentionally, knowingly, and
9 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
10 missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though
11 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
12 permits or suffers to permit this work.

13 32. DEFENDANT has the legal burden to establish that each and every CALIFORNIA
14 CLASS Member was paid accurately for all meal and rest breaks missed as required by
15 California laws. The DEFENDANT, however, as a matter of policy and procedure failed to have
16 in place during the CALIFORNIA CLASS PERIOD and still fails to have in place a policy or
17 practice to ensure that each and every CALIFORNIA CLASS Member is paid as required by
18 law. This common business practice is applicable to each and every CALIFORNIA CLASS
19 Member can be adjudicated on a class-wide basis as unlawful, unfair, and/or deceptive under
20 Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as causation, damages, and
21 reliance are not elements of this claim.

22 33. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
23 CLASS Members is impracticable.

24 34. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
25 law by:

- 26 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
27 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS for all time worked, including minimum wages
3 owed and overtime wages owed for work performed by these employees;
4 and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by failing
6 to provide the PLAINTIFFS and the other members of the CALIFORNIA
7 CLASS with the legally required meal and rest periods.

8 35. This Class Action meets the statutory prerequisites for the maintenance of a Class
9 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition of
12 their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
14 that are raised in this Complaint are common to the CALIFORNIA CLASS
15 will apply to every member of the CALIFORNIA CLASS;
- 16 (c) The claims of the representative PLAINTIFFS are typical of the claims of
17 each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the
18 other members of the CALIFORNIA CLASS, were classified as a non-
19 exempt employee paid on an hourly basis who were subjected to the
20 DEFENDANT's deceptive practice and policy which failed to provide the
21 legally required meal and rest periods to the CALIFORNIA CLASS and
22 thereby underpaid compensation to PLAINTIFFS and CALIFORNIA
23 CLASS. PLAINTIFFS sustained economic injury as a result of
24 DEFENDANT's employment practices. PLAINTIFFS and the members
25 of the CALIFORNIA CLASS were and are similarly or identically harmed
26 by the same unlawful, deceptive and unfair misconduct engaged in by
27 DEFENDANT; and,
- 28 (d) The representative PLAINTIFFS will fairly and adequately represent and

1 protect the interest of the CALIFORNIA CLASS, and have retained
2 counsel who are competent and experienced in Class Action litigation.
3 There are no material conflicts between the claims of the representative
4 PLAINTIFFS and the members of the CALIFORNIA CLASS that would
5 make class certification inappropriate. Counsel for the CALIFORNIA
6 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
7 Members.

8 36. In addition to meeting the statutory prerequisites to a Class Action, this action is
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution of
12 separate actions by individual members of the CALIFORNIA CLASS will
13 create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA CLASS which would establish
16 incompatible standards of conduct for the parties opposing the
17 CALIFORNIA CLASS; and/or,

18 2) Adjudication with respect to individual members of the
19 CALIFORNIA CLASS which would as a practical matter be
20 dispositive of interests of the other members not party to the
21 adjudication or substantially impair or impede their ability to protect
22 their interests.

23 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
24 act on grounds generally applicable to the CALIFORNIA CLASS, making
25 appropriate class-wide relief with respect to the CALIFORNIA CLASS as
26 a whole in that DEFENDANT failed to pay all wages due to members of
27 the CALIFORNIA CLASS as required by law;

28 1) With respect to the First Cause of Action, the final relief on behalf

1 of the CALIFORNIA CLASS sought does not relate exclusively to
2 restitution because through this claim PLAINTIFFS seek
3 declaratory relief holding that the DEFENDANT's policy and
4 practices constitute unfair competition, along with declaratory
5 relief, injunctive relief, and incidental equitable relief as may be
6 necessary to prevent and remedy the conduct declared to constitute
7 unfair competition;

8 (c) Common questions of law and fact exist as to the members of the
9 CALIFORNIA CLASS, with respect to the practices and violations of
10 California law as listed above, and predominate over any question affecting
11 only individual CALIFORNIA CLASS Members, and a Class Action is
12 superior to other available methods for the fair and efficient adjudication
13 of the controversy, including consideration of:

14 1) The interests of the members of the CALIFORNIA CLASS in
15 individually controlling the prosecution or defense of separate
16 actions in that the substantial expense of individual actions will be
17 avoided to recover the relatively small amount of economic losses
18 sustained by the individual CALIFORNIA CLASS Members when
19 compared to the substantial expense and burden of individual
20 prosecution of this litigation;

21 2) Class certification will obviate the need for unduly duplicative
22 litigation that would create the risk of:

23 A. Inconsistent or varying adjudications with respect to
24 individual members of the CALIFORNIA CLASS, which
25 would establish incompatible standards of conduct for the
26 DEFENDANT; and/or,

27 B. Adjudications with respect to individual members of the
28 CALIFORNIA CLASS would as a practical matter be

dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

37. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the

1 Court;

2 (d) PLAINTIFFS, and the other CALIFORNIA CLASS Members, will not be
3 able to obtain effective and economic legal redress unless the action is
4 maintained as a Class Action;

5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the acts of unfair competition, statutory violations and
7 other improprieties, and in obtaining adequate compensation for the
8 damages and injuries which DEFENDANT's actions have inflicted upon
9 the CALIFORNIA CLASS;

10 (f) There is a community of interest in ensuring that the combined assets of
11 DEFENDANT are sufficient to adequately compensate the members of the
12 CALIFORNIA CLASS for the injuries sustained;

13 (g) DEFENDANT has acted or refused to act on grounds generally applicable
14 to the CALIFORNIA CLASS, thereby making final class-wide relief
15 appropriate with respect to the CALIFORNIA CLASS as a whole;

16 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
17 the business records of DEFENDANT; and,

18 (i) Class treatment provides manageable judicial treatment calculated to bring
19 a efficient and rapid conclusion to all litigation of all wage and hour related
20 claims arising out of the conduct of DEFENDANT as to the members of
21 the CALIFORNIA CLASS.

22 38. DEFENDANT maintains records from which the Court can ascertain and identify
23 by job title each of DEFENDANT's employees who have been intentionally subjected to
24 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFFS will
25 seek leave to amend the Complaint to include any additional job titles of similarly situated
26 employees when they have been identified.

THE CALIFORNIA LABOR SUB-CLASS

39. PLAINTIFFS further brings the Second, Third, Fourth, Fifth, Sixth and Seventh causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California and classified as non exempt employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3) years prior to the filing of the complaint and ending on the date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

40. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order requirements, and the applicable provisions of California law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to correctly calculate compensation for the time worked by PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these employees, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permitted or suffered to permit this work. DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted accordingly.

41. DEFENDANT maintains records from which the Court can ascertain and identify by name and job title, each of DEFENDANT’s employees who have been intentionally subjected to DEFENDANT’s company policy, practices and procedures as herein alleged. PLAINTIFFS will seek leave to amend the complaint to include any additional job titles of similarly situated employees when they have been identified.

42. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all CALIFORNIA LABOR SUB-CLASS Members is impracticable.

43. Common questions of law and fact exist as to members of the CALIFORNIA

1 LABOR SUB-CLASS, including, but not limited, to the following:

- 2 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
3 compensation due to members of the CALIFORNIA LABOR SUB-CLASS
4 for missed meal and rest breaks in violation of the California Labor Code
5 and California regulations and the applicable California Wage Order;
- 6 (b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other
7 members of the CALIFORNIA LABOR SUB-CLASS with accurate
8 itemized wage statements;
- 9 (c) Whether DEFENDANT has engaged in unfair competition by the
10 above-listed conduct;
- 11 (d) The proper measure of damages and penalties owed to the members of the
12 CALIFORNIA LABOR SUB-CLASS; and,
- 13 (e) Whether DEFENDANT's conduct was willful.

14 44. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
15 under California law by:

- 16 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
17 PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-
18 CLASS all wages due for overtime worked, for which DEFENDANT is
19 liable pursuant to Cal. Lab. Code § 1194;
- 20 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
21 accurately pay PLAINTIFFS and the members of the CALIFORNIA
22 LABOR SUB-CLASS the correct minimum wage pay for which
23 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 24 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFFS and the
25 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
26 itemized statement in writing showing the corresponding correct amount
27 of wages earned by the employee;
- 28 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide

1 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
2 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
3 meal breaks and the legally required off-duty rest breaks;

- 4 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
5 when an employee is discharged or quits from employment, the employer
6 must pay the employee all wages due without abatement, by failing to
7 tender full payment and/or restitution of wages owed or in the manner
8 required by California law to the members of the CALIFORNIA LABOR
9 SUB-CLASS who have terminated their employment; and,
10 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFFS and
11 the CALIFORNIA LABOR SUB-CLASS members with necessary
12 expenses incurred in the discharge of their job duties.

13 45. This Class Action meets the statutory prerequisites for the maintenance of a Class
14 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 15 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
16 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
17 Members is impracticable and the disposition of their claims as a class will
18 benefit the parties and the Court;
19 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
20 that are raised in this Complaint are common to the CALIFORNIA
21 LABOR SUB-CLASS and will apply to every member of the
22 CALIFORNIA LABOR SUB-CLASS;
23 (c) The claims of the representative PLAINTIFFS are typical of the claims of
24 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFFS,
25 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
26 were non-exempt employees paid on an hourly basis who were subjected
27 to the DEFENDANT's practice and policy which failed to pay the correct
28 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.

1 PLAINTIFFS sustained economic injury as a result of DEFENDANT's
2 employment practices. PLAINTIFFS and the members of the
3 CALIFORNIA LABOR SUB-CLASS were and are similarly or identically
4 harmed by the same unlawful, deceptive, and unfair misconduct engaged
5 in by DEFENDANT; and,

- 6 (d) The representative PLAINTIFFS will fairly and adequately represent and
7 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
8 retained counsel who are competent and experienced in Class Action
9 litigation. There are no material conflicts between the claims of the
10 representative PLAINTIFFS and the members of the CALIFORNIA
11 LABOR SUB-CLASS that would make class certification inappropriate.
12 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
13 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

14 46. In addition to meeting the statutory prerequisites to a Class Action, this action is
15 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 16 (a) Without class certification and determination of declaratory, injunctive,
17 statutory and other legal questions within the class format, prosecution of
18 separate actions by individual members of the CALIFORNIA LABOR
19 SUB-CLASS will create the risk of:

- 20 1) Inconsistent or varying adjudications with respect to individual
21 members of the CALIFORNIA LABOR SUB-CLASS which would
22 establish incompatible standards of conduct for the parties opposing
23 the CALIFORNIA LABOR SUB-CLASS; or,
24 2) Adjudication with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS which would as a practical
26 matter be dispositive of interests of the other members not party to
27 the adjudication or substantially impair or impede their ability to
28 protect their interests.

1 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
2 or refused to act on grounds generally applicable to the CALIFORNIA
3 LABOR SUB-CLASS, making appropriate class-wide relief with respect
4 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
5 DEFENDANT fails to pay all wages due. Including the correct wages for
6 all time worked by the members of the CALIFORNIA LABOR SUB-
7 CLASS as required by law;

8 (c) Common questions of law and fact predominate as to the members of the
9 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
10 violations of California Law as listed above, and predominate over any
11 question affecting only individual CALIFORNIA LABOR SUB-CLASS
12 Members, and a Class Action is superior to other available methods for the
13 fair and efficient adjudication of the controversy, including consideration
14 of:

15 1) The interests of the members of the CALIFORNIA LABOR SUB-
16 CLASS in individually controlling the prosecution or defense of
17 separate actions in that the substantial expense of individual actions
18 will be avoided to recover the relatively small amount of economic
19 losses sustained by the individual CALIFORNIA LABOR SUB-
20 CLASS Members when compared to the substantial expense and
21 burden of individual prosecution of this litigation;

22 2) Class certification will obviate the need for unduly duplicative
23 litigation that would create the risk of:

24 A. Inconsistent or varying adjudications with respect to
25 individual members of the CALIFORNIA LABOR SUB-
26 CLASS, which would establish incompatible standards of
27 conduct for the DEFENDANT; and/or,

28 B. Adjudications with respect to individual members of the

CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

47. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA LABOR SUB-CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA

LABOR SUB-CLASS before the Court;

- (d) PLAINTIFFS, and the other CALIFORNIA LABOR SUB-CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA LABOR SUB-CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- (g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;
- (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily ascertainable from the business records of DEFENDANT. The CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA CLASS Members who worked for DEFENDANT in California at any time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- (i) Class treatment provides manageable judicial treatment calculated to bring a efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT as to the members of the CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)**

5 48. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 49. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof. Code
9 § 17021.

10 50. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
13 as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver, as
17 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

18 Cal. Bus. & Prof. Code § 17203.

19 51. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
23 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
24 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof.
25 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
26 competition, including restitution of wages wrongfully withheld.

27 52. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
28 in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous

1 or substantially injurious to employees, and were without valid justification or utility for which
2 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
3 Business & Professions Code, including restitution of wages wrongfully withheld.

4 53. By the conduct alleged herein, DEFENDANT's practices were deceptive and
5 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
6 meal and rest periods, the required amount of compensation for missed meal and rest periods and
7 overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse all
8 necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime
9 wages due for overtime worked as a result of failing to include non-discretionary incentive
10 compensation into their regular rates of pay for purposes of computing the proper overtime pay
11 due to a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and
12 Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*,
13 and for which this Court should issue injunctive and equitable relief, pursuant to Cal. Bus. &
14 Prof. Code § 17203, including restitution of wages wrongfully withheld.

15 54. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
16 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
17 other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANT.

19 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
21 all legally required meal breaks to PLAINTIFFS and the other members of the CALIFORNIA
22 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

23 56. Therefore, PLAINTIFFS demand on behalf of themselves and on behalf of each
24 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
25 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
26 for each workday in which a second off-duty meal period was not timely provided for each ten
27 (10) hours of work.

28 57. PLAINTIFFS further demands on behalf of themselves and each member of the

1 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
2 duty paid rest period was not timely provided as required by law.

3 58. By and through the unlawful and unfair business practices described herein,
4 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
5 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
6 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
7 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
8 to unfairly compete against competitors who comply with the law.

9 59. All the acts described herein as violations of, among other things, the Industrial
10 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
11 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and
12 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
13 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

14 60. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
15 to, and do, seek such relief as may be necessary to restore to them the money and property which
16 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
17 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
18 unfair business practices, including earned but unpaid wages for all time worked.

19 61. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
20 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
21 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
22 engaging in any unlawful and unfair business practices in the future.

23 62. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
24 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
25 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
26 As a result of the unlawful and unfair business practices described herein, PLAINTIFFS and the
27 other members of the CALIFORNIA CLASS have suffered and will continue to suffer
28 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to

engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

**(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
and Against All Defendants)**

63. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

64. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

65. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

66. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.

67. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit.

68. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS.

69. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing

1 a policy and practice that denies accurate compensation to PLAINTIFFS and the other members
2 of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

3 70. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculated the correct time worked and consequently underpaid the actual time
5 worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS.
6 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
7 benefits in violation of the California Labor Code, the Industrial Welfare Commission
8 requirements and other applicable laws and regulations.

9 71. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
11 receive the correct minimum wage compensation for their time worked for DEFENDANT.

12 72. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
13 required, permitted or suffered PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS
14 Members to work without paying them for all the time they were under DEFENDANT's control.
15 During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other members
16 of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they were
17 entitled to, constituting a failure to pay all earned wages.

18 73. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
19 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
20 CLASS for the true time they worked, PLAINTIFFS and the other members of the
21 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
22 injury in amounts which are presently unknown to them and which will be ascertained according
23 to proof at trial.

24 74. DEFENDANT knew or should have known that PLAINTIFFS and the other
25 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
26 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
27 to not pay employees for their labor as a matter of company policy, practice and procedure, and
28 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members

1 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

2 75. In performing the acts and practices herein alleged in violation of California labor
3 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
4 all time worked and provide them with the requisite compensation, DEFENDANT acted and
5 continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other
6 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
7 their legal rights, or the consequences to them, and with the despicable intent of depriving them
8 of their property and legal rights, and otherwise causing them injury in order to increase
9 company profits at the expense of these employees.

10 76. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
11 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
12 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
13 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
14 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
15 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
16 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
17 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA
18 LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful,
19 intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR
20 SUB-CLASS Members are entitled to seek and recover statutory costs.

21
22 **THIRD CAUSE OF ACTION**

23 **For Failure To Pay Overtime Compensation**

24 **[Cal. Lab. Code § 510]**

25 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
26 **Defendants)**

27 77. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
28 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior

1 paragraphs of this Complaint.

2 78. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
3 bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code
4 and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these
5 employees for all overtime worked, including, work performed in excess of eight (8) hours in
6 a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

7 79. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
8 public policy, an employer must timely pay its employees for all hours worked.

9 80. Cal. Lab. Code § 510 further provides that employees in California shall not be
10 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
11 unless they receive additional compensation beyond their regular wages in amounts specified
12 by law.

13 81. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
14 including minimum wage and overtime compensation and interest thereon, together with the
15 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
16 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

17 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
18 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
19 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
20 including overtime work.

21 83. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
22 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
23 a policy and practice that failed to accurately record overtime worked by PLAINTIFFS and other
24 CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
25 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
26 worked, including, the overtime work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

28 84. In committing these violations of the California Labor Code, DEFENDANT

1 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
2 PLAINTIFFS and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
3 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
4 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
5 laws and regulations.

6 85. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
7 the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS did not
8 receive full compensation for overtime worked.

9 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
10 from the overtime requirements of the law. None of these exemptions are applicable to the
11 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
12 PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were not
13 subject to a valid collective bargaining agreement that would preclude the causes of action
14 contained herein this Complaint. Rather, PLAINTIFFS bring this Action on behalf of
15 themselves and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
16 of non-negotiable, non-waiveable rights provided by the State of California.

17 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and
18 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
19 worked that they are entitled to, constituting a failure to pay all earned wages..

20 88. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members
21 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
22 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
23 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR
24 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
25 failed to accurately record and pay as evidenced by DEFENDANT's business records and
26 witnessed by employees.

27 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
28 compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-

1 CLASS for the true amount of time they worked, PLAINTIFFS and the other members of the
2 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
3 injury in amounts which are presently unknown to them and which will be ascertained according
4 to proof at trial.

5 90. DEFENDANT knew or should have known that PLAINTIFFS and the other
6 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
7 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
8 to not pay employees for their labor as a matter of company policy, practice and procedure, and
9 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFFS and the other members
10 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

11 91. In performing the acts and practices herein alleged in violation of California labor
12 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
13 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
14 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and
15 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
16 disregard for their legal rights, or the consequences to them, and with the despicable intent of
17 depriving them of their property and legal rights, and otherwise causing them injury in order to
18 increase company profits at the expense of these employees.

19 92. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS
20 therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as
21 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
22 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
23 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
24 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
25 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
26 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
27 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
28 was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA

1 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

2 **FOURTH CAUSE OF ACTION**

3 **For Failure to Provide Required Meal Periods**

4 **[Cal. Lab. Code §§ 226.7 & 512]**

5 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
6 **Defendants)**

7 93. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
8 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
9 paragraphs of this Complaint.

10 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
11 failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other
12 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
13 Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR
14 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
15 duties for the legally required off-duty meal periods. As a result of their rigorous work
16 schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from
17 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
18 DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS
19 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
20 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
21 provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period
22 in some workdays in which these employees were required by DEFENDANT to work ten (10)
23 hours of work from time to time. As a result, PLAINTIFFS and other members of the
24 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
25 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

26 95. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
27 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-
28

1 CLASS Members who were not provided a meal period, in accordance with the applicable Wage
2 Order, one additional hour of compensation at each employee's regular rate of pay for each
3 workday that a meal period was not provided.

4 96. As a proximate result of the aforementioned violations, PLAINTIFFS and
5 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
6 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

7
8 **FIFTH CAUSE OF ACTION**

9 **For Failure to Provide Required Rest Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 97. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 98. PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were
17 from time to time required to work in excess of four (4) hours without being provided ten (10)
18 minute rest periods. Further, these employees from time to time were denied their first rest
19 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
20 a first and second rest period of at least ten (10) minutes for some shifts worked of between six
21 (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
22 some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other
23 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
24 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
25 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
26 periods by DEFENDANT and DEFENDANT's managers.

27 99. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
28 IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA LABOR SUB-

1 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
2 Order, one additional hour of compensation at each employee's regular rate of pay for each
3 workday that rest period was not provided.

4 100. As a proximate result of the aforementioned violations, PLAINTIFFS and
5 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according to
6 proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

7
8 **SIXTH CAUSE OF ACTION**

9 **For Failure to Provide Accurate Itemized Statements**

10 **[Cal. Lab. Code § 226]**

11 **(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 101. PLAINTIFFS, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 102. Cal. Labor Code § 226 provides that an employer must furnish employees with an
17 "accurate itemized" statement in writing showing:

- 18 (1) gross wages earned,
19 (2) total hours worked by the employee, except for any employee whose compensation
20 is solely based on a salary and who is exempt from payment of overtime under
21 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
22 Commission,
23 (3) the number of piecerate units earned and any applicable piece rate if the employee
24 is paid on a piece-rate basis,
25 (4) all deductions, provided that all deductions made on written orders of the
26 employee may be aggregated and shown as one item,
27 (5) net wages earned,
28 (6) the inclusive dates of the period for which the employee is paid,
(7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on
the itemized statement,
(8) the name and address of the legal entity that is the employer, and
(9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

103. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the

1 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
2 statements which failed to show, among other things, the correct gross and net wages earned.
3 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
4 with an accurate itemized wage statement in writing showing, among other things, gross wages
5 earned and all applicable hourly rates in effect during the pay period and the corresponding
6 amount of time worked at each hourly rate. Aside, from the violations listed above in this
7 paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists
8 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from
9 time to time provided PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-
10 CLASS with wage statements which violated Cal. Lab. Code § 226.

11 104. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code
12 § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
13 LABOR SUB-CLASS. These damages include, but are not limited to, costs expended
14 calculating the correct wages for all missed meal and rest breaks and the amount of employment
15 taxes which were not properly paid to state and federal tax authorities. These damages are
16 difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA
17 LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the
18 initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each
19 violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according
20 to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for
21 PLAINTIFFS and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

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1 CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required
2 to do under the laws and regulations of California.

3 108. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred
4 by themselves and the CALIFORNIA LABOR SUB-CLASS members in the discharge of their
5 job duties for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest
6 at the statutory rate and costs under Cal. Lab. Code § 2802.

7
8 **EIGHTH CAUSE OF ACTION**

9 **For Violation of the Private Attorneys General Act**

10 **[Cal. Lab. Code §§ 2698, *et seq.*]**

11 **(By PLAINTIFFS and Against All Defendants)**

12 109. PLAINTIFFS reallege and incorporate by this reference, as though fully set
13 forth herein, the prior paragraphs of this Complaint.

14 110. PAGA is a mechanism by which the State of California itself can enforce state
15 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
16 the state's labor law enforcement agencies. An action to recover civil penalties under PAGA
17 is fundamentally a law enforcement action designed to protect the public and not to benefit
18 private parties. The purpose of the PAGA is not to recover damages or restitution, but to
19 create a means of "deputizing" citizens as private attorneys general to enforce the Labor
20 Code. In enacting PAGA, the California Legislature specified that "it was ... in the public
21 interest to allow aggrieved employees, acting as private attorneys general to recover civil
22 penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims
23 cannot be subject to arbitration.

24 111. PLAINTIFFS, and such persons that may be added from time to time who
25 satisfy the requirements and exhaust the administrative procedures under the Private
26 Attorney General Act, bring this Representative Action on behalf of the State of California
27 with respect to themselves and all individuals who are or previously were employed by
28 DEFENDANT in California and who were classified as non exempt employees

1 (“AGGRIEVED EMPLOYEES”) during the time period of September 28, 2019 to July 1,
2 2022 (the "PAGA PERIOD").

3 112. On September 28, 2020, more than 65 calendar days before filing his
4 complaint, Plaintiff Rosenberg provided written notice to the Labor and Workforce
5 Development Agency (the “Agency”) and to Defendant of the specific provisions of the
6 California Labor Code that Defendant violated, thereby satisfying the requirements of Labor
7 Code § 2699.3.

8 113. On August 30, 2021, Plaintiff Silva gave written notice by electronic mail to
9 the Agency and by certified mail to the employer of the specific provisions of this code
10 alleged to have been violated as required by Labor Code § 2699.3. The statutory waiting
11 period for Plaintiff Silva to add these allegations to the Complaint expired. As a result,
12 pursuant to Section 2699.3, Plaintiff Silva may pursue a representative civil action under
13 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
14 AGGRIEVED EMPLOYEES as herein defined.

15 114. The policies, acts and practices heretofore described were and are an unlawful
16 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
17 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
18 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
19 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
20 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
21 Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2),
22 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
23 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
24 penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of civil penalties
25 as prescribed by the Labor Code Private Attorney General Act of 2004 as representatives of
26

27 ¹Plaintiffs specifically excludes and/or do not allege any claims under California Labor
28 Code §558(a)(3).

1 the State of California for the illegal conduct perpetrated on PLAINTIFFS and the other
2 AGGRIEVED EMPLOYEES.

3 115. All of the conduct and violations alleged herein occurred during the PAGA
4 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
5 PLAINTIFF during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations
6 that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
7 2018 AJDAR 12157 (Certified for Publication 12/19/18).

8
9 **NINTH CAUSE OF ACTION**

10 **Retaliation**

11 **[Violation of Cal. Lab. Code § 1102.5, et seq.]**

12 **(By PLAINTIFFS Against All Defendants)**

13 116. PLAINTIFFS reallege and incorporate by reference, as though fully set forth
14 herein, the prior paragraphs of this Complaint.

15 117. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
16 DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee,
17 including PLAINTIFFS, for raising complaints of illegality and/or belief that the employee may
18 disclose illegality.

19 118. Plaintiff Silva filed the instant lawsuit on November 19, 2021. DEFENDANT has
20 retaliated against Plaintiff Silva by assigning Plaintiff Silva excessive job assignments and tasks,
21 demanding the performance of job duties outside the scope of Plaintiff Silva's job description,
22 isolating and singling Plaintiff Silva out from colleagues, reprimanding Plaintiff Silva for not
23 working overtime, and requiring that Plaintiff Silva be on duty to perform work tasks during
24 Plaintiff Silva's meal and rest breaks. For example, DEFENDANT has increased Plaintiff Silva's
25 workload, including assigning Plaintiff Silva job tasks normally assigned to only salaried,
26 exempt employees, and assigning Plaintiff Silva tasks that require a greater investment of time
27 than is allotted. Further, DEFENDANT has excluded Plaintiff Silva from department meetings,
28 including safety training meetings occurring after safety incidents and has denied Plaintiff Silva

1 safety equipment necessary for the performance of Plaintiff Silva's job tasks. DEFENDANT has
2 required Plaintiff Silva to carry a walkie-talkie on meal and rest breaks and to respond, either
3 via walkie-talkie or on his personal cellular phone, to emails, texts, calls, and messages regarding
4 work while on his meal and rest breaks. Plaintiff Silva engaged in protected activity by filing this
5 lawsuit. As a direct consequence of Plaintiff Silva's filing of the instant lawsuit, DEFENDANT
6 retaliated against Plaintiff Silva by increasing his workload, segregating and singling him out
7 from his colleagues, and attempting to force Plaintiff Silva to quit his employment for relief.
8 Plaintiff Silva raised complaints of illegality while he worked for DEFENDANT and was
9 believed to be willing to raise complaints, and DEFENDANT retaliated against him by taking
10 adverse employment actions, including removal from the job site, overwork, and isolating
11 Plaintiff from colleagues and peers, against him.

12 119. Plaintiff Rosenberg was also retaliated against for complaining about what he
13 believed to be unlawful labor practices. On or around September 14, 2020, Plaintiff Rosenberg
14 complained to his supervisor that he was not receiving his overtime and that it was unlawful for
15 him to have worked overtime off the clock. On September 18, 2020, Plaintiff was terminated.
16 Defendant claimed that Plaintiff was not clocked in but received a full day's pay. However,
17 Defendant was well aware that he had signed in with a guest entry key but refused to investigate
18 the matter. Plaintiff believes and thereon alleges that Defendant's refusal to investigate was due
19 to Plaintiff having complained about Defendant's unlawful labor practices regarding its failure
20 to pay overtime. Plaintiff believes and thereon alleges that Defendant's reasons for Plaintiff's
21 termination was pretextual and that his termination was retaliatory for engaging in protected
22 activity.

23 120. As a proximate result of DEFENDANT'S willful, knowing, and intentional
24 violation(s) of Labor Code section 1102.5, PLAINTIFFS have suffered and continue to suffer
25 humiliation, emotional distress, and mental and physical pain and anguish, all to their damage
26 in a sum according to proof.

27 121. As a result of DEFENDANT'S adverse employment actions against PLAINTIFFS,
28 PLAINTIFFS have suffered general and special damages in sums according to proof.

122. DEFENDANT’S misconduct was committed intentionally, in a malicious, oppressive manner, and fraudulent manner entitling PLAINTIFFS to punitive damages against defendants.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

- A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,
- D) Restitutionary disgorgement of DEFENDANT’s ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT’s violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime compensation due PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;
- C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period

1 in which a violation occurs and one hundred dollars (\$100) per each member of
2 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
3 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
4 an award of costs for violation of Cal. Lab. Code § 226;

5 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
6 the applicable IWC Wage Order;

7 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
8 1197; and,

9 F) The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA
10 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
11 costs of suit.

12 3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

13 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
14 General Act of 2004.

15 4. On behalf of PLAINTIFFS for the Ninth Cause of Action:

16 A) For all special damages which were sustained as a result of DEFENDANT'S
17 conduct, including, but not limited to, back pay, front pay, lost compensation and
18 job benefits that PLAINTIFFS would have received but for the retaliatory
19 practices of DEFENDANTS; and,

20 B) For all exemplary damages, according to proof, which were sustained as a result
21 of DEFENDANT'S CONDUCT.

22 5. On all claims:

23 A) An award of interest, including prejudgment interest at the legal rate;

24 B) Such other and further relief as the Court deems just and equitable; and,

25 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law,
26 including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or
27 §2802.
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Dated: August 1, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff Silva

Dated: August __, 2022 LIM LAW GROUP, P.C.
LAW OFFICES OF LLOYD LEE

By: /s/
Preston H. Lim
Lloyd Lee
Attorneys for Plaintiff Rosenberg

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DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: August 1, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Attorneys for Plaintiff

Dated: August __, 2022

LIM LAW GROUP, P.C.
LAW OFFICES OF LLOYD LEE

By: /s/
Preston H. Lim
Lloyd Lee
Attorneys for Plaintiff Rosenberg

EXHIBIT #2

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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

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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

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Admitted: 2011, California

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Piya Mukherjee

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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)

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

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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)

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Admitted: 2011, California; 2016 Arizona

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

EXHIBIT #3

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

OCTOBER 23, 2023

ALFREDO SILVA

RE: WOODWARD HRT INC.
FILE NUMBER: CA2501.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/16/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. STATUS UPDATE TO PLAINTIFF.	3.50	850	2,975.00
08/17/21	ND	REVIEW AND ANALYZE UNION CONTRACT. LEGAL RESEARCH REGARDING LMRA AND CBA PREMPTION ISSUES. ANALYZE RECENT COURT OPINIONS REGARDING THE SAME.	3.90	850	3,315.00
08/19/21	ND	REVIEW EMPLOYMENT FILE FOR CLAIMS. ANALYZE ALL WAGE STATEMENTS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF.	4.50	850	3,825.00
08/21/21	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.70	850	3,995.00
08/23/21	ND	REVIEW DOCS AND EMAILS FROM CLIENT REGARDING RETALIATION AND INDIVIDUAL CLAIMS. ANALYZE OFF THE CLOCK WORK TASKS. LEGAL RESEARCH REGARDING THE SAME.	3.90	850	3,315.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/24/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.00	850	1,700.00
08/26/21	ND	DRAFT COMPLAINT. CONFERENCE WITH CLIENT. FOLLOW UP FOR APPROVAL TO FILE.	4.30	850	3,655.00
08/30/21	ND	REVIEW COMPLAINT. LEGAL RESEARCH REGARDING CAL. LAB. CODE SECTION 2699 AND PAGA PENALTIES. DRAFT PAGA NOTICE, UPLOAD TO LWDA WEBSITE.	1.90	850	1,615.00
08/30/21 15	KN	REVIEW DOCUMENT AND ANALYSIS FROM ND; REVIEW AND ANALYZE FACTS AND CLAIMS; REVIEW DRAFT COMPLAINT; REVIEW PAGA NOTICE; EMAIL ND	2.00	950	1,900.00
11/04/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
11/08/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
11/16/21 17	KN	REVIEW & REVISE FINAL DRAFT OF COMPLAINT; REVIEW NOTES AND DAMAGE ANALYSIS; LEGAL RESEARCH AND ANALYSIS OF CLAIMS	2.00	950	1,900.00
11/17/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
11/17/21	RE	REVIEW & ANALYZE CLIENT/EMPLOYMENT FILE DOCUMENTS	2.75	675	1,856.25
11/18/21	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	3.00	675	2,025.00
11/19/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	675	2,700.00
11/19/21	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LOCATION RE CLASS ACTION			
11/19/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT. RE CLASS ACTION	0.60	675	405.00
11/19/21	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION RE PAGA ACTION	0.50	675	337.50
11/19/21	RE	REVIEW, FINALIZE & FILE PAGA ONLY REPRESENTATIVE ACTION IN LA SUP. CT. RE PAGA ACTION	0.60	675	405.00
11/19/21	RE	[CLASS] REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE OF ASSIGNMENT & DOCKET; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT & STATUS OF CASE MANAGEMENT CONFERENCE	0.50	675	337.50
11/19/21	ND	ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.90	850	1,615.00
11/22/21 15	KN	REVIEW FILED DOCUMENTS AND MEMO FROM RE; REVIEW ASSIGNMENT AND OTHER CASE INITIATION DOCUMENTS	0.50	950	475.00
12/08/21	RE	REVIEW REJECTION NOTICE; RE-FILE PAGA ONLY COMPLAINT IN LA SUP. CT.	0.50	675	337.50
12/09/21	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE OF CASE ASSIGNMENT; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT & STATUS OF INITIAL CMC RE PAGA ACTION	0.50	675	337.50
12/09/21	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
12/10/21	KN	REVIEW PAGA COMPLAINT AND	0.30	950	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		COURT DOCUMENTS; REVIEW STATUS			
12/17/21	CL	RECEIPT AND REVIEW NOTICE OF CASE MANAGEMENT CONFERENCE.	0.20	750	150.00
12/30/21	RE	REVIEW DOCKET; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION	0.75	675	506.25
12/30/21	RE	REVIEW DOCKET; PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT FOR SERVICE VIA KNOX RE PAGA ACTION	0.60	675	405.00
01/11/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE COMMENCEMENT OF POST-SERVICE WRITTEN DISCOVERY RE CLASS ACTION	0.50	675	337.50
01/11/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE COMMENCEMENT OF POST-SERVICE WRITTEN DISCOVERY RE PAGA ACTION	0.40	675	270.00
01/15/22	ND	REVIEW ARBITRATION AGREEMENT. LEGAL RESEARCH RE ENFORCEABILITY OF AGREEMENT. ANALYZE RECENT COURT OPINIONS AND ADDITIONAL RESEARCH. REVIEW STATUS OF CASE VIA COURT DOCKET AND CASE FILE. STATUS UPDATE TO PLAINTIFF.	3.40	850	2,890.00
01/17/22 14	KN	LEGAL RESEARCH REGARDING ARBITRATION ISSUES; REVIEW STAFF NOTES; REVIEW AND ANALYZE ARBITRATION AGREEMENT AND ARBITRATION ISSUES; MEMO TO STAFF	2.30	950	2,185.00
01/19/22	CL	EMAIL FROM T. HIX RE: MEET AND CONFER ON PAGA AND CLASS CASE; EMAIL TO T. HIX RE: ELECTRONIC	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVICE AGREEMENT.			
01/19/22	CL	EMAIL FROM/TO T. HIX RE: RESCHEDULING OF CONFERENCE CALL RE: MEET AND CONFER AND E-SERVICE CONFIRMATION.	0.20	750	150.00
01/21/22	CL	TELEPHONE CALL WITH T. HIX RE: DEMURRER, REMOVAL UNDER CAFA, RELATED CASE AND ELECTRONIC SERVICE.	0.20	750	150.00
01/24/22	AR	RECEIVE AND REVIEW ORDERS FROM COURT; DRAFT NOTICE TO OPPOSING COUNSEL.	0.70	550	385.00
01/24/22	CL	RECEIPT AND REVIEW INITIAL STATUS CONFERENCE ORDER AND COURT ORDER RE; COMPLEX DETERMINATION.	0.30	750	225.00
01/25/22	AR	REVISE AND FINALIZE NOTICE TO OPPOSING COUNSEL; FILE AND SERVE.	0.50	550	275.00
02/04/22	CL	TELEPHONE CALL FROM M. O'DELL RE: REQUEST FOR EXTENSION TO FILE DEMURRER; EMAIL FROM/TO M. O'DELL RE: GRANTING OF EXTENSION.	0.30	750	225.00
02/04/22	CL	RECEIPT AND REVIEW LETTER FROM M. O'DELL RE: MEET AND CONFER RE: DEFICIENCIES IN COMPLAINT AND GROUNDS FOR DEMURRER; EMAIL TO M. O'DELL REGARDING TIME TO RESPOND.	0.30	750	225.00
02/07/22	CL	EMAIL FROM T. HIX RE: REQUEST TO DISCUSS MEDIATION.	0.20	750	150.00
02/07/22	CL	RECEIPT AND REVIEW DEFENDANT'S NOTICE OF CLERK AND PLAINTIFF OF REMOVAL.	0.30	750	225.00
02/07/22	CL	RECEIPT AND REVIEW NOTICE OF ASSIGNMENT POST REMOVAL.	0.20	750	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/08/22	CL	EMAIL TO/FROM T. HIX RE: PARTICIPATION IN MEDIATION.	0.20	750	150.00
02/08/22	CL	EMAIL FROM S. SITTT RE: CONFIRMATION OF MEDIATION WITH T. ORTMANN.	0.20	750	150.00
02/08/22	CL	RECEIPT AND REVIEW INITIAL STANDING ORDER.	0.20	750	150.00
02/08/22	CL	RECEIPT AND REVIEW SECOND AMENDED COMPLAINT IN RELATED ROSENBERG ACTION; EMAIL FROM T. HIX RE: SAME.	0.20	750	150.00
02/08/22	CL	RECEIPT AND REVIEW NOTICE TO PARTIES RE: COURT-DIRECTED ADR PROGRAM.	0.20	750	150.00
02/08/22	CL	RECEIPT AND REVIEW NOTICE OF CONSENT TO MAGISTRATE JUDGE.	0.20	750	150.00
02/09/22 15	KN	REVIEW NOTICE OF REMOVAL AND REMOVAL DOCUMENTS; REVIEW FOR FACTS FOR USE IN CASE; ANALYZE	1.00	950	950.00
02/10/22	CL	EMAIL TO/FROM M. O'DELL RE: EXTENSION TO RESPOND TO DISCOVERY	0.20	750	150.00
02/11/22	AR	RECEIVE AND REVIEW STIPULATION AND ORDER; DRAFT FOLLOW UP CORRESPONDENCE WITH OPPOSING COUNSEL.	0.50	550	275.00
02/11/22	AR	REVIEW PRIOR CORRESPONDENCE AND RESEARCH CLIENT DOCUMENTS FOR INFORMATION REGARDING ARBITRATION; DRAFT SUMMARY.	0.70	550	385.00
02/14/22	AR	REVIEW AND CATEGORIZE CLIENT FILE DOCUMENTS FOR EXHIBIT BOOK; DRAFT SUMMARY.	1.50	550	825.00
02/16/22	AR	REVIEW PLEADINGS, DRAFT MEDIATION DATA REQUEST, SEND	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		TO AB FOR REVIEW.			
02/17/22	CL	RECEIPT AND REVIEW APPLICATION OF G. MAATMAN TO APPEAR PRO HAC VICE.	0.20	750	150.00
02/17/22	CL	RECEIPT AND REVIEW ORDER GRANTING STIPULATION TO EXTEND TIME TO RESPOND TO INITIAL COMPLAINT BY NOT MORE THAN 30 DAYS.	0.20	750	150.00
02/17/22	ND	REVIEW AND REVISE JPA. SEND TO PLAINTIFF FOR SIGNATURE. ANALYZE OVERLAP OF RELATED CASE. CALL WITH PLAINTIFF TO EXPLAIN STATUS AND JPA TERMS.	1.60	850	1,360.00
02/21/22	CL	REVISE AND FINALIZE STIPULATION TO EXTEND TIME TO RESPOND TO PLEADINGS.	0.40	750	300.00
02/23/22	CL	RECEIPT AND REVIEW MEDIATION PRODUCTION.	0.30	750	225.00
02/24/22	CL	RECEIPT AND REVIEW PROPOSED ORDER GRANTING EXTENSION TO RESPOND TO COMPLAINT.	0.20	750	150.00
02/24/22	CL	RECEIPT AND REVIEW ORDER GRANTING PRO HAC VICE.	0.20	750	150.00
02/25/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE LR 7-3 RE PL'S MOTION FOR REMAND; REVIEW MOTION FOR REMAND; REVIEW NOTICE OF REMOVAL; FOLLOW UP	1.50	750	1,125.00
03/01/22	CL	RECEIPT AND REVIEW MINUTE ORDER VACATING INFORMAL STATUS CONFERENCE AND NON APPEAR CASE REVIEW.	0.20	750	150.00
03/03/22 17	VR	REVIEW & REVISE MOTION FOR REMAND AND SUPPORTING DOCS; REVIEW CASE LAW; REVIEW LOCAL RULES; ADVISE ASC	3.50	750	2,625.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/04/22 17	VR	REVIEW & REVISE MOTION FOR REMAND; FINALIZE; REVIEW CORRESPONDENCE BETWEEN PARTIES	1.00	750	750.00
03/04/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDITATION PURPOSES. REVIEW PAYSTUBS EXEMPLARS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING OFF THE CLOCK TASKS AND 226 WAGE STATEMENT CLAIMS. ANALYZE COURT DOCKET AND STATUS OF DISCOVERY IN CASE.	5.80	850	4,930.00
03/04/22 17	KN	REVIEW & REVISE MOTION FOR REMAND	1.00	950	950.00
03/05/22	ND	REVIEW COMPLAINT AND CLAIMS. PREPARE AND ATTEND CALLS WITH PLAINTIFFS REGARDING FACTS FOR MEDIATION BRIEF AND SETTLEMENT AUTHORITY.	2.20	850	1,870.00
03/05/22 15	KN	REVIEW STATUS OF CASE; REVIEW DOCUMENTS AND DATA; REVIEW RESEARCH AND ANALYSIS FROM ND; ANALYSIS OF ISSUES FOR MEDIATION	2.50	950	2,375.00
03/06/22	ND	REVIEW RETALIATION CLAIMS OF PLAINTIFF. ANALYZE DAMAGES AND RECENT COURT OPINIONS REGARDING THE SAME. DRAFT INDIVIDUAL SETTLEMENT ANALYSIS. LEGAL RESEARCH REGARDING THE SAME.	3.90	850	3,315.00
03/08/22 10	VR	DRAFT STIPULATION TO STAY CASE PENDING MEDIATION; REVIEW STATUS OF CASE AND DISCOVERY; CORRESPONDENCE TO COUNSEL	1.30	750	975.00
03/11/22	CL	RECEIPT AND REVIEW NOTICE OF CONTINUANCE AND ORDER OF CASE MANAGEMENT STATEMENT.	0.20	750	150.00
03/11/22	VR	REVIEW COURT'S ORDERS AND	1.20	750	900.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		STATUS OF SERVICE; REVIEW COMPLAINT AND CASE NOTES; REVIEW COURT'S DOCKET; ADVISE ASC			
03/11/22 15	KN	REVIEW ORDERS AND STIPULATION; UPDATE STATUS OF CASE	0.30	950	285.00
03/12/22	ND	REVIEW ANALYZE UNION CONTRACT FOR PREEMPTION ISSUES. ANALYZE 204 LATE PAYMENT OF WAGE CLAIMS UNDER CAL. LAB. CODE SECTION 204. LEGAL RESEARCH REGARDING THE SAME.	3.30	850	2,805.00
03/14/22 01	KN	ANALYSIS OF UNION AND ARBITRATION ISSUES; REVIEW UNION DOCUMENTS; REVIEW MEMO FROM ND	1.50	950	1,425.00
03/15/22	AJB	PREP FOR AND APPEAR FOR CALL W/ EXPERT RE CASE AND EXPOSURE ANALYSIS. PULL DOCS FOR EXHIBIT BOOK. DRAFT MEDIATION BRIEF.	8.00	895	7,160.00
03/16/22	ND	REVIEW ANALYZE FACTS AND LAW. DRAFT MEDIATION BRIEF. REVIEW AND ANALYZE RELEVANT LAW.	5.30	850	4,505.00
03/17/22	AJB	REVIEW CORR FROM MEDIATOR. UPDATE FILE. REVIEW/ANALYZE 2022-02-22 ROSENBERG - WOODWARD - BATES 1-86 - WOODWARD PRE-MEDIATION PRODUCTION - EVID. CODE 1152. DRAFT MEDIATION BRIEF.	6.00	895	5,370.00
03/19/22	ND	REVIEW CASE DEMOGRAPHICS. DRAFT MOU FOR MEDIATION. STATUS UPDATE TO PLAINTIFF.	1.60	850	1,360.00
03/21/22	AJB	REVIEW/ANALYZE 2022-02-22 ROSENBERG.SILVA - WOODWARD - 1-111 - WOODWARD PRE-MEDIATION PRODUCTION - EVID. CODE 1152; 2022-02-22 ROSENBERG.SILVA - WOODWARD - 1-112 - WOODWARD PRE-MEDIATION PRODUCTION -	8.00	895	7,160.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EVID. CODE 1152; 2022-02-22 SILVA - WOODWARD - 1-140 - WOODWARD PRE-MEDIATION PRODUCTION - EVID. CODE 1152; 2022-02-23 ROSENBERG - WOODWARD - 87 - WOODWARD PRE-MEDIATION PRODUCTION - EVID. CODE 1152; AND, 2022-02-28 SILVA - WOODWARD - 141-211 - EVID. CODE 1152. DRAFT MEDIATION BRIEF.			
03/21/22 17	KN	REVIEW & REVISE MEDIAITON BRIEF; REVIEW EXHIBITS; REVIEW DOCUMENTS FOR MEDIATION; ADVISE AJ; REVIEW EMAILS REGARDING VALUATION ISSUES	2.50	950	2,375.00
03/22/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FORWARD DRAFT TO AJ TO FINALIZE	2.25	675	1,518.75
03/24/22 15	VR	REVIEW DISCOVERY PRODUCED FOR MEDIATION; REVIEW MEDIATION BRIEF; REVIEW STATUS OF LITIGATION DISCOVERY; ADVISE AJB	0.80	750	600.00
03/25/22	ND	LEGAL RESEARCH REGARDING PREVIOUS SETTLEMENTS WITH SIMILAR CLAIMS AND WORKWEEKS FOR MEDIATION VALUATION. PREPARE FOR MEDIATION.	2.90	850	2,465.00
03/30/22	ND	ANALZYE ALL EXHIBITS TO MEDIATIONB BRIEF AND EXPERT DAMAGE AND PENALTY REPORT. REVIEW MEDIATION BRIEFS.	1.90	850	1,615.00
03/30/22 15	KN	REVIEW FINAL MEDIAITON DOCUMENTS; REVIEW EXPERT REPORT; PROVIDE INPUT TO PARTNERS REGARDING CLAIMS AND STARTEGY FOR MEDIATION	1.75	950	1,662.50
03/31/22	NBB	REVIEW DOCS, ANALYZE RE SETTLEMENT ISSUES.	1.25	995	1,243.75
04/01/22	NBB	ANALYZE SETTLEMENT ISSUUES,	2.50	995	2,487.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ADVISE AJ.			
04/01/22	AJB	PREP AND APPEAR FOR MEDIATION.	10.00	895	8,950.00
04/01/22	SB	ATTEND MEDIATION	8.00	450	3,600.00
04/04/22	AR	REVIEW FILE FOR STATUS OF DISCOVERY; DRAFT SUMMARY; TELECONFERENCE REGARDING STATUS.	1.00	550	550.00
04/04/22	AJB	REVIEW/ANALYZE/RESPOND TO DEFENDANT RE EDITS TO MOU	2.00	895	1,790.00
04/04/22	NBB	REVIEW MOU, ANALYZE TERMS. ADVISE AJ.	2.75	995	2,736.25
04/05/22	AJB	FOLLOW UP W/; AND, THEN RECEIVE/REVIEW/RESPOND TO DEFENSE ATTORNEY RE INDIVIDUAL SETTLEMENT AGREEMENT.	1.00	895	895.00
04/05/22	NBB	REVIEW MOU, INDIVIDUAL AGREEMENT. ANALYZE	2.25	995	2,238.75
04/05/22 15	KN	REVIEW REVISED MOU; ANALYSIS OF SETTLEMENT ISSUES; PROVIDE INPUT TO AJ AND NBB	1.00	950	950.00
04/06/22	RE	VARIOUS COMM. W NB,AJ,KN RE REVISION OF INDIVIDUAL SETTLEMENT AGREEMENT; REVIEW CURRENT DRAFT OF INDIVIDUAL SETTLEMENT AGREEMENT RE ROSENBERG; REVIEW FILE IN PREPARATION TO REVISE IND. AGREEMENT	1.00	675	675.00
04/06/22	NBB	REVISE MOU AND INVID AGREEMENT. ADVISE AJ.	1.25	995	1,243.75
04/06/22 01	KN	ANALYSIS OF SETTLEMENT ISSUES AND QUESTIONS; ADVISE AJ AND NBB	1.00	950	950.00
04/07/22	AR	REVIEW FILE AND DOCKET FOR STATUS; RECEIVE AND REVIEW DRAFT JOINT REPORT; DRAFT	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FOLLOW UP CORRESPONDENCE.			
04/07/22	RE	REVIEW FILE; REVISE/EDIT INDIVIDUAL AGREEMENT RE GEORGE ROSENBERG; FORWARD TO NB FOR REVIEW	3.25	675	2,193.75
04/07/22	RE	PHONE CONF. W CO-COUNSEL P. LIM RE INDIVIDUAL AGREEMENT AND POSSIBLE 3AC IN WOODWARD MATTER	0.40	675	270.00
04/07/22 17	VR	REVIEW & REVISE JOINT RULE 26(F) REPORT; REVIEW COMPLAINT, CASE NOTES, AND DOCUMENTS; CORRESPONDENCE TO DEF	3.00	750	2,250.00
04/08/22	RE	REVIEW FURTHER REDLINE EDITS TO ROSENBERG INDIVIDUAL AGREEMENT FROM CO COUNSEL; EMAIL TO CO-COUNSEL RE PROPOSED CHANGES	0.40	675	270.00
04/12/22	AR	RECEIVE AND REVIEW ORDER FROM COURT; REVIEW MOU AND DRAFT SUMMARY OF FUTURE EVENTS.	0.70	550	385.00
04/12/22 15	KN	REVIEW ORDER AND SETTLEMENT PROCEDURES	0.30	950	285.00
04/15/22 15	KN	REVIEW FINAL DRAFT OF THE MOU AND REVIEW EMAILS RE MOU; RESPOND TO PARTNERS	0.40	950	380.00
04/15/22	ND	REVIEW AND ANALYZE MOU TERMS. CONFERENCE WITH PLAINTIFF TO DISCUSS TERMS. REVIEW AND RESEARCH RETALIATION LAWS. DISCUSS OPTIONS FOR SETTLEMENT WITH PLAINTIFF. REPORT TO PARTNERS AND DISCUSS SETTLEMENT ISSUES FURTHER.	2.00	850	1,700.00
04/19/22	NBB	REVIEW MOU AND DOCS, ANALYZE RE SETTLEMENT ISSUES. ADVISE ND.	2.00	995	1,990.00
04/20/22	NBB	OUTLINE LONG FORM, ANALYZE.	1.25	995	1,243.75

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/26/22	AJB	REVIEW INTAKE FACTS RE DISCRIM/RETALIATION. REVISE MOU AND INDIVIDUAL SETTLEMENT AGREEMENT. DRAFT/SEND CORR TO DEFENSE EXPLAINING NEW CLAIM AND NEED TO REVISE THE SETTLEMENT AGREEMENTS.	3.00	895	2,685.00
05/02/22	NBB	REVIEW MOU, ANALYZE. DRAFT LONG FORM	2.50	995	2,487.50
05/03/22	AJB	REVIEW/STATUS OF FINALIZING MOU. DRAFT / SEND CORR TO DEFENSE ATTORNEY. REVIEW/ANALYZE RESPONSE. DRAFT/SEND RESPONSE.	1.00	895	895.00
05/04/22	NBB	DRAFT LONG FORM, ANALYZE.	2.75	995	2,736.25
05/08/22	AJB	REVIEW/ANALYZE DEFENDANT'S REDLINES TO MOU AND INDIVIDUAL SETTLEMENT AGREEMENT.	2.00	895	1,790.00
05/09/22	NBB	REVIEW REVISED AGREEMENT, FINAL. ADVISE VR.	2.50	995	2,487.50
05/09/22 15	KN	REVIEW REVISED MOU; REVIEW EMAILS; RESPOND	0.40	950	380.00
05/09/22	ND	REVIEW AND REVISE INDIVIDUAL SETTLEMENT AGREEMENT. DISCUSS WITH PLAINTIFF.	1.20	850	1,020.00
05/12/22 17	KN	REVIEW & REVISE AGREEMENT AND REVIEW FINAL MOU; MEMO TO STAFF; REVIEW EMAILS	0.80	950	760.00
05/13/22	NBB	FINAL SETTLEMENT AGREEMENT. ADVISE KYLE.	1.50	995	1,492.50
05/13/22 15	KN	REVIEW COMMENTS AND NOTES FROM NBB; DISCUSS SETTLEMENT WITH NBB; ANALYSIS OF ISSUES FOR SETTLEMENT; LEGAL RESEARCH RE PRIOR COURT ORDERS REGARDING SETTLEMENT APPROVALS	1.50	950	1,425.00
05/18/22	KN	REVIEW REVISED MOU AND EMAILS;	0.50	950	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		RESPOND TO AJ			
05/24/22	AJB	REVIEW CORR RE MOU. REVIEW PLAINTIFF'S SIGNATURE ON MOU. SIGN AND CIRCULATE MOU. ANALYZE NEXT STEPS.	1.50	895	1,342.50
05/24/22	NBB	OUTLINE LONG FORM TERMS.	1.25	995	1,243.75
05/25/22	NBB	DRAFT LONG FORM EXHIBITS.	2.00	995	1,990.00
06/01/22 17	KN	REVIEW & REVISE STIPULATION AND PROPOSED ORDER; MEMO TO STAFF; EMAIL DEF AND REVIEW RESPONSE	0.80	950	760.00
06/14/22 10	VR	DRAFT LONG FORM SETTLEMENT AGREEMENT; REVIEW MOU; REVIEW COMPLAINTS; REVIEW CORRESPONDENCE BETWEEN PARTIES	4.30	750	3,225.00
06/14/22 01	KN	ANALYSIS OF SETTLEMENT ISSUES; MEMO TO VF RE DRAFTING AGREEMENT; REVIEW INPUT FROM NBB AND EXPLAIN TO VR	1.00	950	950.00

TOTAL BILLED HOURS

A.J.BHOWMIK	42.50 hr @ 895.00	\$ 38,037.50
ANDREW RONAN	7.10 hr @ 550.00	\$ 3,905.00
CHRISTINE LEVU	5.90 hr @ 750.00	\$ 4,425.00
KYLE NORDREHAUG	25.35 hr @ 950.00	\$ 24,082.50
NORMAN BLUMENTHAL	25.75 hr @ 995.00	\$ 25,621.25
NICK DEBLOUW	65.70 hr @ 850.00	\$ 55,845.00
RICO EHMANN	23.90 hr @ 675.00	\$ 16,132.50
SCOTT BLUMENTHAL	12.80 hr @ 450.00	\$ 5,760.00
VICTORIA RIVAPALACIO	16.60 hr @ 750.00	\$ 12,450.00

TOTAL PROFESSIONAL SERVICES

225.60

\$186,258.75

COSTS ADVANCED

08/30/21	PAGA FILING FEE	75.00
11/19/21	ONE LEGAL FEE/FILING FEE	1,494.01
11/19/21	ONE LEGAL FEE/FILING FEE	12.35

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/09/21	ONE LEGAL FEE/FILING FEE	12.35
01/02/22	MESSENGER - KNOX	510.25
01/12/22	FILING FEE/ONELEGAL FEE	16.68
01/12/22	FILING FEE/ONELEGAL FEE	16.68
01/12/22	FILING FEE/ONELEGAL FEE	38.86
01/13/22	FILING FEE/ONELEGAL FEE	80.04
01/24/22	FILING FEE FOR CASE MANAGEMENT STATEMENT.	16.68
01/31/22	KNOX ATTORNEY SERVICES	510.25
01/31/22	KNOX ATTORNEY SERVICES	118.55
01/31/22	KNOX ATTORNEY SERVICES	56.95
03/01/22	LEXIS NEXIS	84.00
04/13/22	BERGER CONSULTING GROUP	<u>2,650.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 5,692.65</u>
TOTAL CURRENT CHARGES		<u>\$191,951.40</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/23/2023
Due On: 11/22/2023

Alfredo L. Silva
37513 Starcrest Street
Palmdale, CA 93550

CA2501

Woodward HRT

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/15/2022	Review and Revise: amended complaint; review MOU and settlement agreement re terms of settlement; review related case; advise KN; correspondence to co-counsel	4.50	\$750.00	\$3,375.00
Service	06/15/2022	review draft of SAC; advise VR	0.60	\$950.00	\$570.00
Service	06/16/2022	Review FAC draft re retaliation claim; email to VR re FAC draft	0.40	\$675.00	\$270.00
Service	06/17/2022	Review and Revise: review and revise amended complaint; review retaliation facts; advise NDB and RE	2.00	\$750.00	\$1,500.00
Service	06/20/2022	Review settlement agreement, analyze.	2.00	\$995.00	\$1,990.00
Service	06/21/2022	Review agreement, analyze. Revise, advise VR.	2.50	\$995.00	\$2,487.50
Service	06/21/2022	Review and Revise: review and revise amended complaint and stipulation; correspondence to Def	1.50	\$750.00	\$1,125.00
Service	06/22/2022	review and revise long form settlement agreement; review individual agreements; review JPA; advise NBB	1.60	\$750.00	\$1,200.00
Service	06/22/2022	Review/analyze memo from associate re settlement and next steps for processing. Verify findings stated in memo.	2.00	\$895.00	\$1,790.00
Service	07/01/2022	Receive and review case management statement; review docket for order regarding appearance; draft	0.60	\$550.00	\$330.00

		summary.			
Service	07/05/2022	Review and Analyze: review amended complaint and status of filing; review stipulation re amended complaint and status; review correspondence between the parties and the MOU; advise AGR	1.00	\$750.00	\$750.00
Service	07/05/2022	Review and outline file and docket for status; draft, finalize, file and serve case management statement.	1.00	\$550.00	\$550.00
Service	07/06/2022	Review and Revise: stip re FAC; correspondence to counsel	0.50	\$750.00	\$375.00
Service	07/06/2022	Review and Revise Agreement; send memos for Admin bids; email co-counsel	3.50	\$950.00	\$3,325.00
Service	07/07/2022	Review and Revise Agreement; email Def	2.00	\$950.00	\$1,900.00
Service	07/14/2022	Receipt and Review of Correspondence: review status of amended complaint and stipulation; correspondence to co-counsel	1.00	\$750.00	\$750.00
Service	07/20/2022	Review file and docket for status; draft summary correspondence regarding hearing.	0.50	\$550.00	\$275.00
Service	07/21/2022	Draft prelim approval papers.	1.25	\$995.00	\$1,243.75
Service	07/22/2022	Review docket and orders; multiple correspondence with AC regarding appearance.	0.60	\$550.00	\$330.00
Service	07/25/2022	Review file and docket for status; draft multiple follow up correspondence.	0.60	\$550.00	\$330.00
Service	07/29/2022	Review and outline file and docket for status in preparation for CMC; draft summary of settlement in Silva and Rosenberg.	1.00	\$550.00	\$550.00
Service	07/29/2022	Attend CMC; draft and circulate summary.	1.50	\$550.00	\$825.00
Service	07/29/2022	Review docket for status of CMC in class action; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	08/01/2022	Review order and docket regarding timing of CMC and filing of joint statement; draft multiple follow up correspondence.	0.80	\$550.00	\$440.00
Service	08/02/2022	Review Defendant revisions to draft agreement; email memo to co-counsel re issues with revisions	0.75	\$950.00	\$712.50
Service	08/02/2022	Review file and orders for status; draft joint status report; submit for review by co-counsel.	1.20	\$550.00	\$660.00
Service	08/03/2022	Follow up correspondence with co-counsel regarding joint statement.	0.30	\$550.00	\$165.00
Service	08/03/2022	Revise, finalize, file and serve joint statement.	0.80	\$550.00	\$440.00
Service	08/09/2022	Review docket for status of CMC and compliance	0.50	\$550.00	\$275.00

		hearing; draft follow up correspondence.			
Service	08/10/2022	Review Notice of Ruling re Status Conference. Adjust calendar. Analyze progress of finalizing the settlement.	1.00	\$895.00	\$895.00
Service	08/10/2022	review Defendant revisions and compare to LA model form; revise agreement; draft email with issue for Defendant	3.00	\$950.00	\$2,850.00
Service	08/10/2022	Prepare for and attend CMC; draft and circulate summary.	1.50	\$550.00	\$825.00
Service	08/10/2022	Draft, file and serve notice of ruling.	0.80	\$550.00	\$440.00
Service	08/16/2022	Review file and orders for status; correspondence with AC regarding request for dismissal.	0.50	\$550.00	\$275.00
Service	08/18/2022	Draft, file and serve request for dismissal of PAGA action.	1.20	\$550.00	\$660.00
Service	08/22/2022	Receive and review returned documents; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	08/22/2022	Review docket; circulate request for dismissal.	0.40	\$550.00	\$220.00
Service	08/23/2022	Save dismissal to file; review calendar and docket; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	08/24/2022	Review long form, analyze, advise KN.	1.75	\$995.00	\$1,741.25
Service	09/02/2022	Draft: draft joint cmc statement; correspondence to parties; review status of case and status of settlement; follow up; finalize and file	2.50	\$750.00	\$1,875.00
Service	09/08/2022	Draft class notice exhibit to agreement	2.50	\$950.00	\$2,375.00
Service	09/09/2022	Conf with Defendant; analysis of issues; memo to counsel	0.40	\$950.00	\$380.00
Service	09/09/2022	Review CBA and analyze impact of grievance filing on settlement finalization process.	2.00	\$895.00	\$1,790.00
Service	09/12/2022	Work on Class Notice; revise to conform to LA form	3.00	\$950.00	\$2,850.00
Service	09/13/2022	finish draft of exhibits to the settlement agreement; email Def	2.00	\$950.00	\$1,900.00
Service	09/19/2022	review status; conf call with Def; email staff re Silva	0.40	\$950.00	\$380.00
Service	09/19/2022	Review docket for status; teleconference with CTL regarding hearing.	0.50	\$550.00	\$275.00
Service	09/20/2022	Review / analyze defense attorney's changes to long form settlement agreement and translation issues pertaining to different languages spoken by the class members.	2.00	\$895.00	\$1,790.00
Service	09/20/2022	Review Defendant's redlines to draft agreement; review	1.50	\$950.00	\$1,425.00

		Defendant's further revisions to Agreement; review admin issues; revise draft Agreement and email response and draft to Defendant			
Service	09/22/2022	Review and analyze Order re Non-Appearance Case Review re Filing of Motion fo Prelim Approval; Draft notice; Email to T. Hix re: Order and Joint Status Report.	0.80	\$750.00	\$600.00
Service	09/22/2022	Draft Joint Status Report.	0.50	\$750.00	\$375.00
Service	10/05/2022	Review status and advise CL for report to Court	0.30	\$950.00	\$285.00
Service	10/05/2022	Revise Joint Status Report; Review and analyze Rosenberg's registry of actions regarding request for dismissal; Discuss with Kyle re: status of long form settlement agreement.	0.60	\$750.00	\$450.00
Service	10/05/2022	Email from/to T. Hix re: draft of Joint Status Report.	0.40	\$750.00	\$300.00
Service	10/07/2022	Revise and finalize Joint Status Report; Emails to/from T. Hix with revisions.	0.60	\$750.00	\$450.00
Service	10/13/2022	Hearing re: Status Conference of Motion for Preliminary Approval.	0.50	\$750.00	\$375.00
Service	10/13/2022	Draft Notice of Ruling re: Status Conference of Motion for Preliminary Approval; Email Counsel re: service of same.	0.40	\$750.00	\$300.00
Service	10/13/2022	Review staff notes; emails with Def and staff re union issue; analysis of final issues for settlement	0.50	\$950.00	\$475.00
Service	10/13/2022	Multiple correspondence regarding status conference and non-appearance case review.	0.60	\$550.00	\$330.00
Service	11/15/2022	Review status and emails; discuss with NBB; review documents and MOU; analyze for next steps; contact Def; email union reps	1.50	\$950.00	\$1,425.00
Service	11/15/2022	Review agreement, analyze. Advise KN.	1.25	\$995.00	\$1,243.75
Service	11/18/2022	Review status; talk with Defendant; memo to partners	0.25	\$950.00	\$237.50
Service	11/28/2022	Review file and docket for status; draft follow up correspondence regarding non-appearance case review with KN.	0.40	\$550.00	\$220.00
Service	11/30/2022	Review status; discuss with Def; memo to NBB	0.40	\$950.00	\$380.00
Service	12/02/2022	Review Defendant's revisions to exhibits and Agreement; revise Agreement; revise exhibits; respond to Defendant; review file re prior emails	2.75	\$950.00	\$2,612.50
Service	12/02/2022	Correspondence with KN regarding filing joint statement and status of settlement agreement; follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00

Service	12/02/2022	Review revisions, analyze, advise KN	1.50	\$995.00	\$1,492.50
Service	12/05/2022	Multiple correspondence with KN regarding status of motion for preliminary approval and notice to court.	0.50	\$550.00	\$275.00
Service	12/07/2022	Emails with Def; coordinate with staff re details and items for motion; emails to/from ILYM re declaration; review declaration; discuss revisions	1.50	\$950.00	\$1,425.00
Service	12/07/2022	Review and revise final Agreement and exhibits; email Def with final versions; email co-counsel; memo to staff	1.50	\$950.00	\$1,425.00
Service	12/07/2022	draft motion for preliminary approval; research court requirements; evaluate valuation issues; email Def re issues and draft motion	5.00	\$950.00	\$4,750.00
Service	12/07/2022	Draft of Notice of Association of Counsel.	0.70	\$750.00	\$525.00
Service	12/07/2022	Email to/from P. Lim and L. Lee re: First Amended Complaint and Draft of Notice of Association of Counsel.	0.30	\$750.00	\$225.00
Service	12/07/2022	Email to T. Hix re: Notice of Association of Counsel of L. Lee and P. Lim.	0.30	\$750.00	\$225.00
Service	12/07/2022	Review and analyze settlement agreement and exhibits for conformity with MOU. Conference with Plaintiff to explain terms and answer questions. Follow up for signature from Plaintiff.	1.40	\$850.00	\$1,190.00
Service	12/11/2022	Review file; draft declaration of Alfredo Silva re preliminary approval/class representative service payment	2.50	\$675.00	\$1,687.50
Service	12/12/2022	receive and review correspondence regarding revisions to motion for preliminary approval; correspondence with KN regarding filing.	0.40	\$550.00	\$220.00
Service	12/12/2022	Draft joint status report in advance of non-appearance case review.	0.80	\$550.00	\$440.00
Service	12/13/2022	Multiple follow up correspondence with KN regarding status of preliminary approval.	0.30	\$550.00	\$165.00
Service	12/13/2022	Draft joint statement and submit to opposing counsel for review.	0.80	\$550.00	\$440.00
Service	12/13/2022	Finalize, file and serve joint statement.	0.50	\$550.00	\$275.00
Service	12/14/2022	Prepare for and attend status conference; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	12/16/2022	Review signatures; prepare fully signed agreement; prepare final exhibits and insert into document; emails Defendant; email co-counsel re declarations	1.00	\$950.00	\$950.00
Service	12/16/2022	Review three declarations from co-counsel; review status of motion	0.50	\$950.00	\$475.00

Service	12/20/2022	Follow up w Alfredo Silva re declaration re service award/approval motion	0.30	\$675.00	\$202.50
Service	12/20/2022	Phone conference with Alfredo Silva re declaration; revise declaration per his request; email to Silva re same	0.60	\$675.00	\$405.00
Service	01/03/2023	Review status; email def; review past emails for defendant decl.	0.25	\$950.00	\$237.50
Service	01/04/2023	Final Prelim, analyze, advise KN.	2.75	\$995.00	\$2,736.25
Service	01/12/2023	Draft declaration ISO preliminary approval	3.00	\$950.00	\$2,850.00
Service	01/12/2023	Reserve Motion for Preliminary Approval of Class Settlement, email CJ re calendar	0.50	\$250.00	\$125.00
Service	01/13/2023	Review and revise motion for preliminary approval for final; update figures and exhibits; file and serve motion; serve LWDA; email to counsel	3.50	\$950.00	\$3,325.00
Service	01/13/2023	Review docket for status of filing; multiple correspondence regarding appearance at hearing.	0.40	\$550.00	\$220.00
Service	01/17/2023	Review docket to verify status of filing; draft follow up correspondence regarding appearance.	0.40	\$550.00	\$220.00
Service	05/16/2023	Discuss issues for prelim; memo to file	0.50	\$950.00	\$475.00
Service	05/16/2023	Review docs, analyze re prelim app issues. advise KN	1.75	\$995.00	\$1,741.25
Service	05/18/2023	Work on statistical issues	1.50	\$950.00	\$1,425.00
Service	05/23/2023	Review and analyze checklist from the Court	0.60	\$950.00	\$570.00
Service	05/24/2023	Court appearance - motion for preliminary approval; prepare for hearing; memo to file	2.00	\$950.00	\$1,900.00
Service	05/24/2023	Work on supplemental issue re statistical significance	0.50	\$950.00	\$475.00
Service	05/24/2023	Multiple correspondence regarding e-service; review file and orders; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	05/24/2023	Launch case on caseanywhere // update POS	0.50	\$250.00	\$125.00
Service	05/30/2023	Receipt and review Order re electronic filing and service.	0.30	\$750.00	\$225.00
Service	05/30/2023	Review status of case and email CJ re e-service confirmed	0.20	\$250.00	\$50.00
Service	06/09/2023	Review Defendant's declaration; analysis of data issues and sampling; discuss with expert; emails to Defendant	1.00	\$950.00	\$950.00
Service	06/12/2023	work on settlement issues and checklist items; email Def; memo to expert consultant	0.75	\$950.00	\$712.50
Service	06/14/2023	Work on revising documents and analysis of issues to	1.75	\$950.00	\$1,662.50

		be addressed. Revise settlement documents and email Defendant; memo to staff			
Service	06/14/2023	Confer w team re supp dec re Silva; legal research Lampe v. Queen of Valley Medical school	1.50	\$675.00	\$1,012.50
Service	06/14/2023	Review MPA, analyze re approval. Advise KN.	2.00	\$995.00	\$1,990.00
Service	06/15/2023	Reach out to client A Silva via VM & email re supp dec	0.30	\$675.00	\$202.50
Service	06/15/2023	Phone conference with Alfredo Silva re draft declaration	0.50	\$675.00	\$337.50
Service	06/15/2023	Draft supplemental declaration of Alfredo Silva; send to client for review	1.50	\$675.00	\$1,012.50
Service	06/19/2023	work on supplemental briefing; outline responses	1.00	\$950.00	\$950.00
Service	06/20/2023	Draft supplemental declaration; emails with Def	4.00	\$950.00	\$3,800.00
Service	06/21/2023	Review and revise supplemental declaration; prepare documents for exhibits; emails with counsel and staff; prepare supplemental filing for final	4.00	\$950.00	\$3,800.00
Service	06/22/2023	Email with co-counsel; review Rosenberg PAGA letter; emails with ND; advise as to changes for client; work on supplementation	1.00	\$950.00	\$950.00
Service	06/23/2023	Revise supplemental filing for final; prepare exhibits; file and serve; serve LWDA	1.90	\$950.00	\$1,805.00
Service	06/26/2023	Review and save filing; check document; prepare errata and include missing signature. File and serve; email to counsel	1.00	\$950.00	\$950.00
Service	07/12/2023	Prepare second supplemental decl; analysis of report and issues; file and serve 2nd supple decl	1.00	\$950.00	\$950.00
Service	07/12/2023	Review expert report, analyze, advise KN.	1.25	\$995.00	\$1,243.75
Service	07/13/2023	Review expert issues; review memo from NBB; memo to partners to explain issues and address issues raised; work on approval issues	1.50	\$950.00	\$1,425.00
Service	07/14/2023	Review partner's memo re prelim hearing. Adjust calendar. Analyze comments re sampling. Review/analyze set up for mediation re: getting involved in a PAGA only mediation and checking / confirming that data request was made for class stats/data.	2.00	\$895.00	\$1,790.00
Service	07/14/2023	Court appearance - motion for preliminary approval; prepare for hearing; memo to staff	1.25	\$950.00	\$1,187.50
Service	07/14/2023	Email CTL re confirm deadline for draft of MFA added to internal calendar	0.10	\$250.00	\$25.00
Service	07/19/2023	Receipt Order Granting Motion for Preliminary Approval.	0.30	\$750.00	\$225.00

Service	07/19/2023	Review order; memo to admin	0.75	\$950.00	\$712.50
Service	07/26/2023	Review Admin email and timeline; respond; discuss timing with co-counsel and review settlement for answers	0.50	\$950.00	\$475.00
Service	08/24/2023	Review and respond to Plaintiff regarding status. Analyze settlement agreement to answer questions.	0.80	\$850.00	\$680.00
Service	08/26/2023	Review formatted Notice documents and email from Admin; review timeline and preliminary calculations; respond	0.50	\$950.00	\$475.00
Service	09/11/2023	Run fees and costs in Tussman and Clio for MFA	0.30	\$250.00	\$75.00
Service	09/11/2023	Review and analyze Settlement Administrator Report.	0.30	\$750.00	\$225.00
Service	09/13/2023	Review and respond to class member inquiries.	0.80	\$850.00	\$680.00
Service	09/18/2023	Draft Memorandum of Points and Authorities in support of the Motion for Attorney's Fees and Costs.	3.80	\$750.00	\$2,850.00
Service	09/19/2023	Draft Memorandum of Points and Authorities in support of the Motion for Final Approval.	4.40	\$750.00	\$3,300.00
Service	09/19/2023	Draft Notice of Motion for Final Approval.	0.60	\$750.00	\$450.00
Service	09/20/2023	Receipt and review Class Administration Report; Email from N. Castro re: Class Administration Report.	0.30	\$750.00	\$225.00
Service	09/20/2023	Email to P. Lim requesting declaration in supports of motion for attorney's fees and costs.	0.20	\$750.00	\$150.00
Service	09/20/2023	Email to L. Lee requesting declaration in supports of motion for attorney's fees and costs.	0.20	\$750.00	\$150.00
Service	09/21/2023	Draft Proof of Service re Motion for Attorney's Fees and Costs.	0.40	\$750.00	\$300.00
Service	09/21/2023	Draft Proof of Service re Motion for Final Approval.	0.30	\$750.00	\$225.00
Service	09/21/2023	Draft Notice of Motion for Attorney's Fees and Costs.	0.50	\$750.00	\$375.00
Service	09/27/2023	Email from Nick Castro re settlement administrator report; review and analyze settlement administrator report.	0.30	\$750.00	\$225.00
Service	10/06/2023	Review and respond to class member inquiries. Update Plaintiff. Review final approval motion.	1.30	\$850.00	\$1,105.00
Service	10/18/2023	Draft Declaration of N. Blumenthal in support of the Motion for Final Approval.	3.80	\$750.00	\$2,850.00
Service	10/18/2023	Review and revise motion for final approval; research issues and review documents; email to Admin; memo to staff; email draft to Defendant; revise proposed order	3.75	\$950.00	\$3,562.50
Service	10/19/2023	Add TOC and TOA to MFA and Att Fees	1.00	\$250.00	\$250.00

Service	10/19/2023	Review and revise Declaration ISO motion; review exhibits; review billing for accuracy	1.00	\$950.00	\$950.00
Service	10/21/2023	review and revise draft Admin declaration; prepare redlines; respond to Admin.	0.75	\$950.00	\$712.50
Service	10/23/2023	Email from L. Lee re: declaration in support of fees/ costs; Receipt and review same.	0.30	\$750.00	\$225.00
Service	10/23/2023	Email from P. Lim re: declaration in support of fees/ costs; Receipt and review same in preparation for motion for attorney's fees and costs.	0.30	\$750.00	\$225.00
Service	10/23/2023	Review and revise declaration ISO motion for final approval	1.00	\$950.00	\$950.00
Service	10/23/2023	Review and revise motion for final approval; update billing; update figures and cites.	2.00	\$950.00	\$1,900.00
Service	10/23/2023	Review billing statements for accuracy; make notes regarding corrections; memo to staff; review final billing statements	1.00	\$950.00	\$950.00
Services Subtotal				\$148,860.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/05/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	07/14/2022	filing via OneLegal	1.00	\$40.87	\$40.87
Expense	08/02/2022	filing via OneLegal	1.00	\$17.19	\$17.19
Expense	08/04/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	08/09/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	08/22/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	09/02/2022	court filing via One Legal	1.00	\$17.19	\$17.19
Expense	11/29/2022	Document retrieval fee.	1.00	\$1.00	\$1.00
Expense	12/08/2022	One Legal Filing -Association of Attorney.	1.00	\$17.19	\$17.19
Expense	12/10/2022	One Legal Filing -Stipulation to Consolidate Cases and Leave to File First Amended Complaint.	1.00	\$239.62	\$239.62
Expense	12/10/2022	One Legal Filing - Opposition to Motion to Compel Arbitration.	1.00	\$17.19	\$17.19
Expense	12/13/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	01/13/2023	filing fee- motion - one legal	1.00	\$78.96	\$78.96

Expense	02/02/2023	Lexis Nexis.	1.00	\$143.00	\$143.00
Expense	03/01/2023	Lexis Nexis.	1.00	\$220.00	\$220.00
Expense	04/03/2023	Lexis Nexis	1.00	\$231.00	\$231.00
Expense	05/01/2023	Lexis Nexis	1.00	\$220.00	\$220.00
Expense	05/25/2023	FedEx	1.00	\$64.18	\$64.18
Expense	05/25/2023	Employment Research Corporation	1.00	\$5,000.00	\$5,000.00
Expense	06/02/2023	Lexisnexis	1.00	\$279.00	\$279.00
Expense	06/02/2023	Lexisnexis	1.00	\$1,230.00	\$1,230.00
Expense	06/26/2023	Filing fee - one legal - supplemental decl	1.00	\$25.80	\$25.80
Expense	06/27/2023	Filing fee - notice	1.00	\$22.80	\$22.80
Expense	06/28/2023	Filing fee - one legal - declaration with courtesy copy	1.00	\$83.39	\$83.39
Expense	07/03/2023	Lexis Nexis	1.00	\$209.00	\$209.00
Expense	07/13/2023	Filing fee - declaration	1.00	\$22.80	\$22.80
Expense	07/17/2023	filing fee - declaration; courtesy copy	1.00	\$49.42	\$49.42
Expense	08/02/2023	LexisNexis	1.00	\$308.00	\$308.00
Expense	08/06/2023	Caseanywhere	1.00	\$137.25	\$137.25
Expense	09/01/2023	Lexis Nexis	1.00	\$506.00	\$506.00
Expense	10/02/2023	LexisNexis	1.00	\$363.00	\$363.00
Expense	10/23/2023	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$9,689.80	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	9.0	\$895.00	\$8,055.00
Norm Blumenthal	18.0	\$995.00	\$17,910.00
Nicholas De Blouw	4.3	\$850.00	\$3,655.00
Ricardo Ehmann	7.6	\$675.00	\$5,130.00
Christine LeVu	21.4	\$750.00	\$16,050.00
Kyle Nordrehaug	78.1	\$950.00	\$74,195.00
Victoria Rivapalacio	14.6	\$750.00	\$10,950.00
Andrew Ronan	22.3	\$550.00	\$12,265.00

Adolfo Sanchez Contreras	2.6	\$250.00	\$650.00
			Subtotal
			\$158,549.80
			Total
			\$158,549.80

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/22/2023	\$158,549.80	\$0.00	\$158,549.80
				Outstanding Balance
				\$158,549.80
				Total Amount Outstanding
				\$158,549.80

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV42692

**DECLARATION OF ALFREDO SILVA IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Action Filed: November 19, 2021
Trial Date: Not Set

Hearing Date: May 24, 2023
Hearing Time: 9:00 a.m.
Dept.: 17
Judge: Hon. Maren Nelson

1 I, Alfredo Silva, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in
3 the above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative Service
5 Payment. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 2. I began working for Defendant Woodward HRT, Inc. ("Woodward HRT") in 1996
8 and have worked for Woodward HRT during the class period. During this time period Woodward
9 HRT classified me as an hourly, non-exempt employee.

10 3. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Lim
11 Law Group, P.C., and the Law Offices of Lloyd Lee, all of whom are experienced in both class
12 action & PAGA representative action litigation and claims against employers for violations of the
13 California Labor Code. I have no personal relationship or family ties to my attorneys or any
14 officer of the Court. I am not aware of having any actual or potential conflicts of interest with
15 another member of the class in this case nor am I aware of having any actual or potential conflicts
16 of interest with ILYM, the settlement administrator. I am not aware of any other pending matter or
17 action asserting claims that will be extinguished or adversely affected by this settlement.

18 4. I decided to file this class action lawsuit for the benefit of myself and other current
19 and former hourly, non-exempt employees who worked for Woodward HRT and be a class
20 representative because I felt that my legal rights as an employee and others like me were violated.
21 For example, prior to clocking in for my shift, I was required to submit to a COVID symptom and
22 temperature check. Woodward HRT failed to pay me the proper minimum wages for this time
23 spent off the clock submitting to the Covid symptoms check. Also, my job required that I wear
24 safety boots that took several minutes to put on. I was not paid for the time I spent out at my car
25 putting my safety boots on before I entered the building to start my shift. In addition, my meal
26 breaks were often late, short, interrupted by work issues or missed entirely. I did not receive any
27 meal break premium payments for these meal break violations. As to rest breaks, Woodward
28 HRT's policy required employees to clock out before leaving the building. This means I was

1 forced to take my paid rest breaks inside the building because if I left I would have to clock out. I
2 should have been able to leave the premises and enjoy a duty-free rest period without clocking out
3 if I chose to do so. I was also contacted from time to time on my personal cell phone by my
4 supervisors for scheduling issues but was not reimbursed for the cost associated with using my
5 cell phone for work-related issues. Also, my wage statements were inaccurate because, for
6 example, they did not accurately identify the total hours I worked in each pay period.

7 5. This class action case was filed on November 19, 2021. Before the complaint was
8 filed I spoke to my attorneys several times and discussed how Woodward HRT implemented its
9 company policies and procedures. I also assisted my attorneys in their investigation into my claims
10 by providing them documents and answering their questions. I reviewed the complaint before it
11 was filed and after it was filed I was given access to an electronic file sharing program that alerted
12 me via email when important documents were filed so that I could review them and keep up with
13 the developments in the case which I understood was one of my duties as a class representative. I
14 would also contact my attorneys from time to time if I had any questions about the case.

15 6. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent hourly,
18 non-exempt employees who worked for Woodward HRT during the class period. I have
19 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the members
20 of the class and surrender any right to compromise the group action for an individual gain.

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

27 8. I understood that being a part of this lawsuit involved risks. For example, my
28 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to

1 pay for all or part of the attorney fees and costs paid by Woodward HRT to defend this lawsuit.
2 Since I sued a current employer, I knew there was a risk I'd be treated differently at work because
3 I filed this lawsuit. I also knew there was a risk that future employers, if they ever found out about
4 this lawsuit, could hold it against me or downgrade me as a potential hire. As one of the named
5 Plaintiffs in this case it would not be difficult for a future employer to become aware I sued a former
6 employer for labor law violations. Ultimately, I decided these risks were worth it and decided to
7 fight for my rights and the rights of others regardless of the risks, time and effort I spent on this
8 case.

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

12 10. A mediation took place on April 1, 2022 with Tripper Ortman, an experienced
13 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed
14 to settle the action based on a mediator's proposal. I communicated with my attorneys regarding
15 the terms of the settlement which was reached between the parties and understood that I was
16 representing absent class members and therefore wanted the best possible result to be obtained for
17 the class and I believe a very positive result was in fact achieved via settlement.

18 11. I have been actively involved with this class action lawsuit performing the duties
19 described above. Although I did not keep time records, I was in regular contact with my
20 attorneys, reviewed court filings and spent a significant amount of time on the issues presented
21 during the lawsuit and in the settlement process. I estimate that I spent approximately 40-50
22 hours working on this case up until this point. I believe I have been diligent and have done what is
23 expected of a named plaintiff and proposed class representative to date, and will continue to do so.
24 I have and always will maintain the best interest of the class.

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

13. I believe I did the right thing by filing this case on behalf of the class who are in line to receive monetary payments as a result of this case and settlement. I also believe that the requested Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I performed and the risks I undertook.

14. In light of all the time and effort I have spent on this case, the risk I undertook by suing my employer, the exposure to being responsible for paying Woodward HRT's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, and in light of the size of the settlement, I believe the request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

Executed on Dec 20, 2022, at Palmdale, CA
(city, state)

Alfredo L. Silva

Alfredo L. Silva (Dec 20, 2022 21:52 PST)

Alfredo Silva

EXHIBIT #7

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV42692

**DECLARATION OF GEORGE
ROSENBERG IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Action Filed: November 19, 2021

Trial Date: Not Set

Hearing Date: May 24, 2023

Hearing Time: 9:00 a.m.

Dept.: 17

Judge: Hon. Maren Nelson

1 I, George Rosenberg, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in
3 the above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative Service
5 Payment. I have personal knowledge of all the facts stated herein. I could and would competently
6 testify under oath to these facts in court if requested to do so.

7 2. I worked for Defendant Woodward HRT, Inc. from September 9, 2009 to September
8 18, 2020. I worked as a non-exempt hourly employee as a Technology Support Analyst at the
9 worksite located at 25200 West Rye Canyon Road, Santa Clarita, CA 91355.

10 3. I retained the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, Lim
11 Law Group, P.C., and the Law Offices of Lloyd Lee, all of whom are experienced in both class
12 action & PAGA representative action litigation and claims against employers for violations of the
13 California Labor Code. I have no personal relationship or family ties to my attorneys or any
14 officer of the Court. I am not aware of having any actual or potential conflicts of interest with
15 another member of the class in this case nor am I aware of having any actual or potential conflicts
16 of interest with ILYM, the settlement administrator. I am not aware of any other pending matter or
17 action asserting claims that will be extinguished or adversely affected by this settlement.

18 4. I decided to file this class action lawsuit for the benefit of myself and other
19 current and former hourly, non-exempt employees who worked for Woodward HRT and be a
20 class representative because I felt that my legal rights as an employee and others like me were
21 violated. For example, numerous times throughout my employment with Woodward HRT, I was
22 required to clock out and continue to work during what should have been my off-duty meal
23 period. As such, I was not paid minimum or overtime wages for this work done off the clock
24 during my meal periods. I also did not receive all the meal break premium payments I was entitled
25 to for having my meal breaks interrupted by work-related issues. I also did not receive all my
26 overtime hours. During my employment, I did not receive all earned overtime wages. For
27 example, I was required to complete assignments with tight deadlines that required me to work
28 numerous overtime hours per week. I was not paid these overtime hours as I was only paid for an

1 8-hour day. I also begin work before the beginning of shifts. For example, Woodward HRT
2 required meetings with the IT personnel at least once a week which I was not paid for. I also had
3 to use my cell phone to respond to calls and texts from my supervisors regarding scheduling
4 issues but Woodward HRT did not reimburse me for the cost associated with using my personal
5 cell phone for these and other work-related issues. In addition, my wage statements were
6 inaccurate because, for example, they did not accurately identify the total hours I worked in each
7 pay period.

8 5. This class action case was filed on November 19, 2021. Before the complaint was
9 filed I spoke to my attorneys several times and discussed how Woodward HRT implemented its
10 company policies and procedures. I also assisted my attorneys in their investigation into my claims
11 by providing them documents and answering their questions. I reviewed the complaint before it
12 was filed and after it was filed I was apprised of the filings on the case and was provided updates
13 of filings and important documents. I was given updates on the case by my attorneys as I understood
14 it was one of my duties as a class representative to be updated on the case. I would also contact my
15 attorneys from time to time if I had any questions about the case.

16 6. Even though this action is in the process of settling, I was and remain prepared to
17 perform all the duties of a class representative. I understand that as a class representative I have
18 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent hourly,
19 non-exempt employees who worked for Woodward HRT during the class period. I have
20 understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the members
21 of the class and surrender any right to compromise the group action for an individual gain.

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

28 8. I understood that being a part of this lawsuit involved risks. For example, my

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

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

11 10. A mediation took place on April 1, 2022 with Tripper Ortman, an experienced
12 mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed
13 to settle the action based on a mediator's proposal. I communicated with my attorneys regarding
14 the terms of the settlement which was reached between the parties and understood that I was
15 representing absent class members and therefore wanted the best possible result to be obtained for
16 the class and I believe a very positive result was in fact achieved via settlement. I reviewed and
17 signed the Memorandum of Understanding on May 12, 2022 and when the final settlement papers
18 were ready, I closely reviewed the Settlement Agreement which I signed on December 7, 2022.

19 11. I have been actively involved with this class action lawsuit performing the duties
20 described above. Although I did not keep time records, I was in regular contact with my
21 attorneys, reviewed court filings and spent a significant amount of time on the issues presented
22 during the lawsuit and in the settlement process. I estimate that I spent approximately forty hours
23 working on this case up until this point. I believe I have been diligent and have done what is
24 expected of a named plaintiff and proposed class representative to date, and will continue to do so.
25 I have and always will maintain the best interest of the class.

26 12. My attorneys explained to me that the settlement process involves a two-step review
27 by the Court to determine whether the settlement is fair before approving the settlement. I know
28 this process also involves notifying all class members of the settlement terms and of their rights to

1 make a claim for their settlement share, to opt out of the settlement or to object to the settlement.

2 13. I believe I did the right thing by filing this case on behalf of the class who are in line
3 to receive monetary payments as a result of this case and settlement. I also believe that the requested
4 Class Representative Service Payment of \$10,000 from the settlement is fair compensation for the
5 work I performed and the risks I undertook.

6 14. As part of the settlement it was necessary for me to sign a general release of all
7 claims I may have against Woodward HRT. I believe the Class Representative Service Payment I
8 have requested provides me with some compensation for this agreed release.

9 15. In light of all the time and effort I have spent on this case, the risk I undertook by
10 suing a former employer, the exposure to being responsible for paying Woodward HRT's costs in
11 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
12 against me, the general release, and in light of the size of the settlement, I believe the request for
13 \$10,000 as a Class Representative service payment is fair and reasonable.

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

16
17 Executed on 12/11/2022, at Castaic, CA.

18 (city, state)

19 DocuSigned by:

20 *George Rosenberg*

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21 George Rosenberg

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