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

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 BIANCA CURRY, on behalf of herself and
16 on behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 UNITED HEALTH CARE STAFFING,
20 INC., a California Corporation; ON-CALL
21 THERAPISTS, INC., a California
22 Corporation; DOES 1 through 50, inclusive,

23 Defendants.

CASE No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

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

Hearing Date: January 14, 2025

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated August 20,
2024]*

Judge: Hon. Curtis E. A. Karnow
Dept: 611

Action Filed: December 28, 2021

Trial Date: Not Set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”) reached a full and final settlement
2 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.
3 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Seven
4 Hundred Thousand Dollars (\$700,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross
5 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
6 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to
8 Plaintiff; and (5) the PAGA Penalties. (Agreement at ¶ 3.1.)

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

12 (c) Within fifteen (15) days of the Effective Date, Defendants shall deposit the Gross Settlement
13 Amount with the Administrator in 2 parts as follows: (a) 50% within 14 days of the Effective Date; (b)
14 50% within 6 months of the first payment (hereinafter collectively referred to as "Payments").
15 (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along
16 with the other Court-approved distributions shall be made by the Administrator within fourteen (14) days
17 after Defendants fully fund the Gross Settlement Amount. (Agreement at ¶ 5.1.)

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

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved by

1 the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
3 to any forwarding address provided or updated address located. See Declaration of Nathalie Beltran
4 ("Beltran Decl."). Class Members were provided with the opportunity to exclude themselves or "opt out"
5 if they did not want to participate in the settlement. *Id.* Significantly, there have been no objections and
6 no requests to opt-out. Beltran Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the
7 Settlement and will be sent a settlement check. All Aggrieved Employees, including those who submit
8 an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject to the
9 release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and
10 8.5(d)) Finally, the Notice advised the Class Members of their right to object to the Settlement and/or
11 dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check within
13 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
14 be voided and any funds represented by such checks to Children's Advocacy Institute, a Court-approved
15 nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres
16 Recipient"). The Parties, Class Counsel and Defense Counsel have represented that they have no interest
17 or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

18 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
19 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
20 in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(c).) As set forth in the Beltran Decl. at ¶ 15,
21 the Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated
22 fees and costs for completion of the settlement administration, are \$12,990.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
25 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
26 Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).) Subject to
27 Court approval, the Agreement provides for a payment of no more than \$7,500 to the Plaintiff as the Class
28 Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for attorneys'

1 fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for
2 these requests, including lodestar.

3 (i) Subject to Court approval, Fifteen Thousand Dollars (\$15,000) will be paid from the Gross
4 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
5 Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i),
6 the PAGA Payment shall be allocated as follows: 75% (\$11,250) shall be allocated to the Labor
7 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$3,750) allocated
8 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of
9 their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of
10 service, the LWDA has been served with this motion and the Agreement..

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
12 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
13 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 4.) In sum, the Settlement valued
14 at \$700,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that
15 liability and class certification in this case were far from certain in light of the defenses asserted by
16 Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class
17 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
18 reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated August 20, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On October
23 1, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
24 provided each class member with the terms of the Settlement, including notice of the claims at issue and
25 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
26 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Beltran Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
28 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,

1 there have been no objections and no requests to opt-out. Beltran Decl ¶¶ 11-12. As such, the entire
2 Class (100%) will participate in the Settlement and will be sent a settlement check.

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

11
12 6. Procedural History of the Litigation

13 (a) On October 1, 2021, Plaintiff filed a Class Action Complaint against Defendant in the
14 Superior Court of the State of California, County of San Francisco (Plaintiffs "Class Action"). The Class
15 Action asserted class claims against Defendant for: (1) unfair competition in violation of California
16 Business & Professions Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of
17 California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal.
18 Labor Code § 510; (4) failure to provide required meal periods in violation of California Labor Code §§
19 226.7 and 512; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7
20 and 512; (6) failure to reimburse employees for required expenses in violation of California Labor Code
21 § 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor Code
22 § 226; (8) failure to reimburse employees for required expenses in violation of California Labor Code §
23 2802; and, (9) failure to provide wages at termination in violation of California Labor Code § 201, 202,
24 and 203.

25 (b) On February 14, 2022, Plaintiff filed a separate Complaint against Defendant in the
26 Superior Court of the State of California, County of San Francisco (Plaintiffs "PAGA Action"). Plaintiff
27 asserted the single claim against Defendant for violation of the Private Attorney General Act, California
28 Labor Code §§ 2698, et seq. ("PAGA") based upon the above alleged violations.

1 (c) On March 30, 2023, the Parties submitted a stipulation for leave to file the First Amended
2 Consolidated Complaint in this Action. Upon entry of the Order, Plaintiff will file the First Amended
3 Consolidated Complaint which is the operative complaint in the Action (hereinafter the "Operative
4 Complaint").

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

13 (e) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation.
14 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
15 information in connection with the Action. On October 28, 2022, the Parties participated in an all-day
16 mediation presided over by Louis Marlin, a respected and experienced mediator of wage and hour class
17 actions, but were unable to reach a settlement. Following the mediation, each side, represented by its
18 respective counsel, were ultimately able to agree to settle the Action based on a mediator's proposal
19 which was memorialized in the form of a Memorandum of Understanding executed by the Parties. At
20 all times, the negotiations were arm's length and contentious.

21 (f) The Parties continued to negotiate the terms of the settlement and prepared the long form
22 Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals who
23 were employed by Defendants in California and classified as a non-exempt employee or alleged to have
24 been misclassified as an independent contractor at any time during the Class Period." (Agreement at ¶
25 1.5.) The Class Period is from December 28, 2017 through February 4, 2023. (Agreement at ¶ 1.12.) The
26 Class consists of 595 Class Members who collectively worked a total of 13,821 Workweeks during the
27 period of December 28, 2017 through October 28, 2022. (Agreement at ¶ 4.1.) The Agreement includes
28 an escalator clause in the event the Workweeks ultimately exceed this amount by more than 10%.

1 (Agreement at ¶ 9.).

2 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of
3 any kind associated with the claims alleged in the Action and further deny that, for any purpose other than
4 settlement, the Action are appropriate for class treatment. Defendants contend, among other things, that
5 they have correctly compensated the Class Members and complied at all times with the California Labor
6 Code, applicable Wage Order, and all other laws and regulations. Further, Defendants contend that class
7 certification would be inappropriate for any reason other than for settlement. Plaintiff contends that
8 Defendants violated California wage and hour laws. Plaintiff further contends that the Action is
9 appropriate for class certification on the basis that the claims meet the requisites for class certification.
10 Without admitting that class certification is proper, Defendants have stipulated that the above Class may
11 be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that certification for
12 settlement purposes is not an admission that class certification would be proper if the class certification
13 issue were litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence
14 that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
15 stipulate and agree that the requisites for establishing class certification with respect to the Class are
16 satisfied.

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

27 ///

28 ///

1 7. History of Settlement Discussions

2 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
3 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
4 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
5 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
6 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
7 has previously litigated similar claims against other employers.

8 (b) The Parties attended an arms-length mediation session with Louis Marlin, Esq., a
9 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
10 preparation for the mediation, Defendants provided to Plaintiff and Class Counsel payroll and
11 employment data and other information regarding the Class Members, various internal documents, and
12 other compensation and employment-related materials. Class Counsel analyzed the data with the
13 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
14 mediator. Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's
15 proposal.

16 (c) From December 2022 to April 2023, the original settlement agreement and exhibits thereto
17 were finalized and executed. The Court, however, denied Motion for Preliminary Approval, and required
18 the Parties to amend the original settlement agreement to address certain issues raised by the Court. The
19 Agreement was then finalized and executed in July 2024. On August 20, 2024, the Court granted the
20 Motion for Preliminary Approval, and entered the Order granting preliminary approval of the settlement
21 as fair and reasonable to the Class that same date.

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

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

26 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
27 Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with all
28 applicable Labor laws. Defendants argued that all work time was properly recorded and paid for and that

1 there was no underpayment of overtime. As to rounding, Defendants argued that its rounding practices
2 were lawful because they were facially neutral. Defendants contended that its meal and rest period
3 policies fully complied with California law and that Defendants' timekeeping system recorded meal
4 periods, paid for missed meal periods, and was not required to record rest periods. As to expenses
5 reimbursement, Defendants contended that it did not fail to provide reimbursement for necessary business
6 expenses and that there were no such expenses that had not already been reimbursed or that claimed
7 expenses were incurred voluntarily and/or for the convenience of employees and is therefore not required
8 reimbursement. Defendants argued that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004
9 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
10 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims, on liability, value, and class
11 certifiability as to the meal and rest period claims. Defendants also argues that based on its facially lawful
12 practices, they acted in good faith and without willfulness, which if accepted would negate the claims for
13 waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo*, 15 Cal. 5th at 1065 ("if an
14 employer reasonably and in good faith believed it was providing a complete and accurate wage statement
15 in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to
16 comply with the wage statement law.") If successful, Defendants' defenses could eliminate or
17 substantially reduce any recovery to the Class. While Plaintiff believe that these defenses could be
18 overcome, Defendants maintains these defenses have merit and therefore present a serious risk to
19 recovery by the Class.

20 (b) There was also a significant risk that, if the Actions were not settled, Plaintiff would be unable
21 to obtain class certification and thereby not recover on behalf of any employees other than himself.
22 Defendants argued that the individual experience of each putative class member varied with respect to
23 the claims. Defendants could also contest class certification by arguing injury and good faith were case-
24 by-case determinations that precluded class certification. Plaintiff is aware of other cases where class
25 certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
26 (denying certification of rest break claims). Defendants also contended that it would be able to establish
27 that Plaintiff was not a typical or adequate class representative as to some, if not all, of the alleged
28 claims. Finally, even if class certification was successful, as demonstrated by the California Supreme

1 Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles
2 to overcome for a class wide recovery even where the class has been certified. While other cases have
3 approved class certification in wage and hour claims, class certification in this action would have been
4 hotly disputed and was by no means a foregone conclusion.

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

19 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
20 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
21 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
22 to the value of the claims. Based upon 666 Participating Class Members who collectively worked 14,316
23 Workweeks, which were the estimated class figures at mediation, the Gross Settlement Amount provides
24 a value of \$1,051.05 per Class Member and \$48.89 per Workweek and after deductions, the Net
25 Settlement Amount provides an average recovery of \$614.36 per Class Member and a recovery of \$28.58
26 per Workweek. The calculations to compensate for the amount due for the Class at the time of the
27 mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims
28 are at issue in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid

1 wages for the employees. For the Class, the maximum value of the claim for unpaid wages due to
2 rounding was \$189,634, the maximum value of the claim for unpaid wages due to off the clock work was
3 potentially \$484,709, the maximum value of the unpaid overtime wages due to the alleged underpayment
4 was \$143,845, the maximum potential damages for unpaid meal premiums were estimated to be
5 \$1,286,700 based upon a 92% violation rate, the maximum potential rest period damages were estimated
6 to be \$1,404,815 based upon the same 92% violation rate, and the maximum potential damages for failure
7 to provide expense reimbursement were calculated to be \$23,190. In total, the damages for the Class
8 were calculated to have a maximum potential total value of \$3,523,893. In addition, Plaintiff calculated
9 that the maximum value of the potential waiting time penalties were between \$592,261 and \$2,461,947,
10 and the maximum value of the potential wage statement penalties were \$271,150.¹ Further explanation
11 and detail of these valuations was set forth in the Declaration of Kyle Nordrehaug filed in support of the
12 motion for preliminary approval at ¶¶ 6(A)-6(K). Defendants vigorously disputed Plaintiff's calculations
13 and exposure theories. Consequently, the Gross Settlement Amount represents more than 19% of the
14 potential maximum damages at issue for the Class in this case, assuming these amounts could all be
15 proven in full at trial.² Importantly, the recent decision that good faith belief of compliance by the
16 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024), could completely negate
17 the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The
18 above maximum calculations should then be adjusted in consideration for both the risk of class
19 certification and the risk of establishing class-wide liability on all claims. Further detail of these risks are
20 set forth in the Declaration of Kyle Nordrehaug filed in support of the motion for preliminary approval

21
22 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
23 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
24 by Defendants, including, a good faith dispute defense as to whether any premium wages for meal or
25 rest periods or other wages were owed given Defendants' position that Plaintiff were properly
26 compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no
willful failure to pay wages if the employer and employee have a good faith dispute as to whether and
when the wages were due.").

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

1 at ¶¶6(A)-6(K). Given the amount of the Settlement as compared to the potential value of the claims, the
2 Settlement is most certainly fair and reasonable.³ Clearly, the goal of this litigation has been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
5 defenses both to liability and to class certification. The maximum and average class member allocation
6 (in addition to their Individual PAGA Payment) are \$7,927.13 and \$617.38. See Beltran Decl. ¶14. Given
7 the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed
8 Settlement is fair, reasonable and adequate, and should be finally approved.

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

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

15 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should**
16 **Be Enforced**

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of Seven Hundred Thousand Dollars
19 (\$700,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award of
20 attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
21 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
22 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

23
24 ³ See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

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

8 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
9 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
10 counsel for each of the parties as part of the Settlement.

11
12 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
13 Created for the Benefit of the Class

14 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
15 of the Gross Settlement Amount of \$700,000, which equals \$233,333 for attorneys’ fees. As part of the
16 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
17 incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally, Defendant
18 also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of \$7,500,
19 as her service award under the Agreement.

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

25 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
26 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
27 with his fee. The attorney working on a contingent basis can only log hours while working without pay
28 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk

1 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this
2 case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent
3 fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of
4 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
5 for over two years, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
6 aware of other similar cases where the court dismissed the class allegations or denied class certification.
7 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

27 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
28 compensable hourly work on other cases to devote the necessary time and resources to this contingent

1 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
2 fee work in this case which could potentially have paid nothing.

3 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
4 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
5 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
6 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
7 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
8 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
9 Counsel advanced more than \$19,000 in costs which could not have been recovered if this case had been
10 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
11 undertook the risk of liability for Defendants' costs had this case not succeeded, as well as other potential
12 negative financial ramifications from having sued Defendants on behalf of the Class. Accordingly, the
13 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
14 requested awards.

15 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
16 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
17 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$233,333 is
18 also established by reference to Class Counsel's lodestar in this matter **The contemporaneous billing**
19 **records for Class Counsel evidence that through December 19, 2024, Class Counsel's total lodestar**
20 **is \$204,399.06, with significant additional fees still to be incurred to complete final approval and**
21 **the settlement process. Exhibits #3 and #4.** The requested fee award is therefore currently equivalent
22 to Class Counsel's total lodestar with a reasonable multiplier of less than 1.2, and there will be additional
23 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
24 distribution and reports. Such a multiplier is within the range of multipliers approved in other cases such
25 as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently performed

26
27 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
28 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182

1 and highly successful, and Class Counsel should not be punished for efficient and successful litigation.
2 As a result, this Court may conclude that the requested award is fair and reasonable and is justified under
3 California law.

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

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
13 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
14 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
15 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
16 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
18 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
20 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
21 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
22 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
23

24
25 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
26 affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers
27 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
28 495, 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).

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

1 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
2 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
3 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
4 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
5 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
6 a wage and hour class settlement.

7 12. **The contemporaneous billing records for Class Counsel evidence that through**
8 **December 19, 2024, Class Counsel's total lodestar is \$204,399.06, with significant additional fees**
9 **still to be incurred to complete final approval and the settlement process. Exhibits #3 and #4.** From
10 August 27 2021 to December 19, 2024, my firm worked on this matter for over 257 hours, with hourly
11 rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the
12 amount of \$204,399.06. The requested fee award is therefore currently equivalent to Class Counsel's
13 total lodestar with a reasonable multiplier of less than 1.2, and there will be additional lodestar incurred
14 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.
15 A detailed breakdown of the total fees and the services performed by the firm on this case is attached
16 hereto as Exhibits #3 and #4.⁵ In addition, Class Counsel will be performing significant additional work
17 that is not included in this lodestar amount, including finalizing the final approval motion, attending the
18 hearing on final approval, and monitoring completion of the settlement process. I expect this additional
19 work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line
20 with the prevailing rates of attorneys in the local legal community for similar work and, if this were a
21 commercial matter, these are the charges that would be made and presented to the client. My firm's
22 hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern
23 California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These
24 hourly rates have been approved by Court's throughout California, including the Courts in the Superior
25 Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
26

27 ⁵ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
28 inception to June 2022, and Exhibit #4 contains the billing from June 2022 to December 17, 2024.

1 Class Counsel’s “rates generally appear reasonable and ‘in line with those prevailing in the [relevant]
2 community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly
3 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
4 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
5 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
6 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate
7 billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District
8 of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable
9 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
10 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
11 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
12 Counsel, in years past charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
13 Hastings, another opposing counsel in these types of cases, historically charged between \$900 and \$750
14 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable
15 work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested
16 fee award as a percentage of the fund is supported by the currently lodestar incurred, and will be a lower
17 multiplier by the completion of the settlement. The requested award is therefore reasonable viewed by
18 the Lodestar/Multiplier cross-check.

19
20 Litigation Expenses

21 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
22 Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel have incurred \$15,320
23 based upon counsel’s billing records, which is less than the “not to exceed” amount of \$20,000. Class
24 Counsel therefore requests reimbursement for litigation expenses in the amount of \$15,320. These
25 litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses
26 (Berger Consulting), attorney service charges (OneLegal, Knox, File & Serve Xpress), and research
27 charges (LexisNexis), all of which are costs normally billed to and paid by the client. The details of the
28

1 litigation expenses incurred are set forth in Exhibits #3 and #4.⁶ These costs were reasonably incurred
2 in the prosecution of the Action.

3
4 Service Award

5 14. For her service as the only class representative, Plaintiff should be awarded the agreed
6 service award of \$7,500 in accordance with the Agreement for her time, risk and effort expended on
7 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendants have agreed to this
8 payment and there have been no objections to the requested service award. Plaintiff's declaration in
9 support of this request is attached hereto as Exhibit #6. As the sole representative of the Class, Plaintiff
10 performed her duties to the Class admirably and without exception. Plaintiff worked extensively with
11 Class Counsel during the course of the litigation, responding to numerous requests, searching for
12 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
13 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
14 class release. Plaintiff's declaration details the involvement, stress and risks she undertook as a result of
15 this Action. Plaintiff also assumed the serious risk that she might possibly be liable for costs and fees to
16 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
17 filed a class action on behalf of fellow former employees. Without Plaintiff's participation, cooperation
18 and information, no other employees would be receiving any benefit. The payment of service awards to
19 successful class representatives is appropriate and the amount of \$7,500 is well within the currently
20 awarded range for similar settlements. The requested awards are also reasonable by reference to the
21 amounts that other California courts have found to be reasonable in wage and hour class action
22 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
23 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
24 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
25 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving

26
27 _____
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to December 19, 2024.

two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los

1 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
2 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
3 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
4 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
5 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
6 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
7 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
8 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
9 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
10 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
11 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
12 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
13 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
14 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
15 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
16 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
17 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
18 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
19 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
20 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
21 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
22 (awarding \$10,000 service award).

23 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
24 assumed in bringing this action against her former employer. Plaintiff put her future employment
25 prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is searchable on
26 the internet and may become known to prospective employers when evaluating" them for employment.
27 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).

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

13 16. As a result, Class Counsel respectfully requests approval of the application for award of
14 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
15 expenses in the amount of \$20,000 and approval of the requested service award to the Plaintiff.

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

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 17th day of December, 2024, at San Diego, California.

21
22 
23
24

25 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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Admitted: 2011, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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Admitted: 2016, California

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Scott Blumenthal

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Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Admitted: 2013, California

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Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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);

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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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; Lešević 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; Porrás 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. Lifesaver 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 Court, 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Bianca Curry (“Plaintiff”) and defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuits alleging wage and hour violations against Defendants captioned *Curry v. United Health Care Staffing, Inc., et al.*, Case No. CGC-21-597339, initiated on December 28, 2021 and pending in Superior Court of the State of California, County of San Francisco and *Curry v. United Health Care Staffing, Inc., et al.*, Case No. CGC-22-598120, initiated on February 14, 2022 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from December 28, 2017 through the earlier of the date of an order granting Preliminary Approval or February 4, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Francisco.
- 1.17. “Defendants” means United Health Care Staffing, Inc. and On-Call Therapists, Inc.

1.18. “Defense Counsel means Joseph R. Lordan, Vincent R. Fisher and Trenten N. Bilodeaux of O'Hagan Meyer, LLP.

1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. “Gross Settlement Amount” means Seven Hundred Thousand Dollars (\$700,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from August 27, 2020 through February 4, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s August 27, 2021 letter to defendant United Health Care Staffing, Inc. and the LWDA and Plaintiff’s October 8, 2021 letter to defendant On-Call Therapists, Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Bianca Curry, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could

have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement as to the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendants and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors and assigns, as well as any entity that could be deemed a "joint employer" of Plaintiff, Participating Class Members, or the Aggrieved Employees.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member actively worked for Defendants as a Class Member for at least one day as identified by Defendants' time and payroll records.

2. RECITALS

2.1. On December 28, 2021, Plaintiff filed a complaint against Defendants in the Superior Court of the State of California, County of San Francisco (“Class Action”). Plaintiff’s complaint in the Class Action asserted claims that Defendants:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. Defendants deny the allegations in the Class Action, deny any failure to comply with the laws identified in in the Class Action and deny any and all liability for the causes of action alleged.

2.3. On February 14, 2022, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of San Francisco (“PAGA Action”). Plaintiff’s Complaint asserted a claim that Defendants:

- (a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.4. Defendants deny the allegations in the PAGA Action, deny any failure to comply with the laws identified in in the PAGA Action and deny any and all liability for the causes of action alleged.

2.5. On October 28, 2022, the Parties participated in an all-day mediation presided over by Lou Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. As part of the Settlement, the Parties agree to file a stipulation to consolidate the Class Action and PAGA Action through the filing of the First Amended Complaint in the Class Action which will also add a misclassification cause of action. The First Amended Complaint will become and is referred to herein as the “Operative Complaint”.

2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Actions.

2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$700,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$233,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20 % of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80 % of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. Based on its records, Defendants have represented that the Class consists of 595 Class Members who collectively worked a total of 13,821 Workweeks during the period of December 28, 2017 through October 28, 2022.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for

purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. The Gross Settlement Amount, and also the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator, in 2 parts as follows: (a) 50% within 14 days of the Effective Date; (b) 50% within 6 months of the first payment (hereinafter collectively referred to as "Payments"). In the event Defendants default on any of the Payments set forth above, after being given notice by Class Counsel and an opportunity to cure within 14 days, Defendants agree that all amounts still due and owing on the Gross Settlement Amount, less any payments received, shall be accelerated and due immediately.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Children's Advocacy Institute, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers'

compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- (a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1. Defendants' Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii)

a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this

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

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently display the Administrator's website for this Settlement and the estimate of the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. To the extent there are email addresses in the Class Data, the Administrator will also email the Class Notice to any email addresses known for Class Members.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand

additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. If the actual total number of Workweeks has increased by more than 10% of the Workweek estimate of 13,821, then the Gross Settlement Amount will be increased proportionately by the same additional percentage in excess of 10%. For example, if the number of actual Workweeks is 11% higher than the stated estimate of 13,821 Workweeks, the Gross Settlement Amount will be increased by 1%; however, if the actual Workweek figure is

exactly 10% higher than the stated estimate, there will be no proportional increase to the Gross Settlement Amount.

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle

the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things,

modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Joseph R. Lordan
Vincent R. Fisher
Trenten N. Bilodeaux
O'Hagan Meyer, LLP
One Embarcadero Center, Suite 2100
San Francisco, CA 94109
Tel.: (415) 578-6900
Fax: (415) 578-6910
E-Mail: jlordan@ohaganmeyer.com
vfisher@ohaganmeyer.com
tbilodeaux@ohaganmeyer.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will

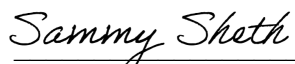
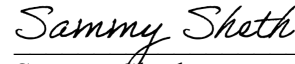
exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on October 28, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

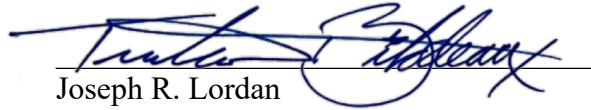
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: <u>Jul 13, 2024</u>	 Bianca M. Hayes (Jul 13, 2024 17:15 PDT) Plaintiff Bianca Curry
Dated: <u>Jul 18, 2024</u>	 Sammy Sheth For Defendant United Health Care Staffing, Inc.
Dated: <u>July 18, 2024</u>	 Sammy Sheth For Defendant On-Call Therapists, Inc.
Dated: <u>7/15/24</u>	 Kyle Nordrehaug Blumenthal Nordrehaug Bhowmik De Blouw LLP Attorney for Plaintiff

Dated: _____

A handwritten signature in blue ink, appearing to read "Trenten N. Bilodeaux", is written over a horizontal line.

Joseph R. Lordan
Vincent R. Fisher
Trenten N. Bilodeaux
O'Hagan Meyer, LLP
Attorneys for Defendants

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

EXHIBIT “A”

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

***Curry v. United Health Care Staffing, Inc., Superior Court of the State of California,
County of San Francisco, Case No. CGC-21-597339
(consolidated with Case No. CGC-22-598120)***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Bianca Curry (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the Class Period which is December 28, 2017 through February 4, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the PAGA Period which is August 27, 2020 through February 4, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

The Administrator’s website for this Settlement is: <<_____>>.
All court filings relating to this Settlement, including the operative complaint, the settlement agreement, motions, orders and the judgment will be posted on this website.

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

The above estimates are based on Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay

periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Class Notice below.

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

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

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

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

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

The Response Deadline is _____.	Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, in Department 611 before Judge Curtis E.A. Karnow. 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 orally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Class Notice.

1. Why did I get this Notice?

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

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

All individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the Class Period.

The “Class Period” is December 28, 2017 through February 4, 2023.

2. What is this class action lawsuit about?

On December 28, 2021, Plaintiff filed a class action complaint against Defendants in the Superior Court of the State of California, County of San Francisco. Plaintiff asserted the following class claims against Defendants: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due.

On February 14, 2022, Plaintiff filed a representative action complaint against Defendants in the Superior Court of the State of California, County of San Francisco, asserting a single cause of action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”) alleging violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order.

These two lawsuits are referred to in this Class Notice as the “Action.” On _____, 2023, the Court issued an Order consolidating the class action case no. CGC-21-597339 with the PAGA Action Case No. CGC-22-598120 and granting leave to file the First Amended Complaint. The Order designated the class action Case No. CGC-21-597339 as the lead case. This First Amended Complaint filed _____, 2023 is the operative complaint in Case No. CGC-21-597339 and is referred to as the “Operative Complaint”.

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

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

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Seven Hundred Thousand Dollars (\$700,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fully fund the Gross Settlement Amount in 2 parts as follows: (a) 50% within 14 days of the Effective Date; (b) 50% within 6 months of the first payment. The "Effective Date" is the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Settlement Administrator, estimated not to exceed \$15,000, 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 \$233,333, and an additional amount to reimburse actual litigation costs incurred by the

Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$7,500 to Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff's claim under PAGA, \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$3,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period (August 27, 2020 through February 4, 2023).

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged statutory damages, expense reimbursement, 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 Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed _____ to be the Cy Pres Recipient.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and any and all of its affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, managers, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, board members, trustees, auditors, accountants, attorneys, benefits administrators, third-party administrators, consultants, contractors, representatives, partners, and any past, present or future officers, directors, and employees) and any other person acting on their behalf or on whose behalf they acted, as well as any predecessors, successors and assigns, as well as any entity that could be deemed a "joint employer" of Plaintiff, Participating Class Members, or the Aggrieved Employee.

5. How much will my payment be?

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (December 28, 2017 through February 4, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

[Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (October 1, 2020 through December 21, 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 the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed 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 Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Curry v. United Health Care Staffing* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Curry v. United Health Care Staffing*, Case No. CGC-21-597339. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class

Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view relevant documents on the Administrator's website for this Settlement at << _____ >> or on the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-597339.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Curry v. United Health Care Staffing*, Case No. CGC-21-597339, and include your name, current address, email or telephone number, and approximate dates of employment with Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: << _____ >>

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely through the Court's procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

William G. Anderson
Lewis Brisbois Bisgaard & Smith LLP
45 Fremont Street, Suite 3000
San Francisco, CA 94105

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 611 of the Superior Court of California, County of San Francisco County Superior Court, located at 400 McAllister St., San Francisco, CA 94102, before Judge Curtis E.A. Karnow. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or using the procedure at <https://www.sfsuperiorcourt.org/divisions/civil/law-motion>.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website for this Settlement at:

<< _____ >>. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-597339.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Curry v. United Health Care Staffing* 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, all motions and orders relating to settlement approval and the operative complaint, which documents are posted on the Administrator's website for this Settlement at

<< _____ >>. You may get more details by examining the Court's file on the Internet via the Case Query page for the California Superior Court for the County of San Francisco (<https://www.sfsuperiorcourt.org/>) and entering the Case No. CGC-21-597339. If you wish to view the Court files in person, you should go to the Clerk's Office at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Administrator shall pay all unclaimed funds to the Children's Advocacy Institute, a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b).
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BIANCA CURRY, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiffs,

v.

UNITED HEALTH CARE STAFFING, INC.,
a California Corporation; ON-CALL
THERAPISTS, INC., a California
Corporation; DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CGC-21-597339**
[Consolidated with Case No. CGC-22-598120]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Dept.:

Action Filed: December 28, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable _____ of the Superior Court of the
2 State of California, in and for the County San Francisco, on _____[DATE], for the motion
3 by Plaintiff Bianca Curry (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”). The
5 Court, having considered the briefs, argument of counsel and all matters presented to the Court
6 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
7 Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the First Amended Class Action and PAGA
10 Action Settlement Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle
11 Nordrehaug in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.
12 This preliminary approval is based on the Court’s determination that the Settlement set forth in the
13 Agreement is within the range of possible final approval, pursuant to the provisions of section 382
14 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

17 3. The Gross Settlement Amount is Seven Hundred Thousand Dollars (\$700,000). It
18 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
19 and reasonable as to all potential Class Members when balanced against the probable outcome of
20 further litigation and the significant risks relating to certification, liability and damages issues. It
21 further appears that investigation and research have been conducted such that counsel for the
22 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
23 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
24 the delay and risks that would be presented by the further prosecution of the Action. It further
25 appears that the Agreement has been reached as the result of serious and non-collusive, arms-
26 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,

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

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed Twenty
5 Thousand Dollars (\$20,000), and a proposed Class Representative Service Payment to the Plaintiff
6 in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) The Court will not
7 approve the amount of attorneys' fees and costs, nor the amount of any service award, until the
8 Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests
9 prior to final approval.

10 5. The Court recognizes that Plaintiff and Defendants stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who were
14 employed by Defendants in California and classified as a non-exempt employee or alleged to have
15 been misclassified as an independent contractor at any time during the Class Period." The Class
16 Period is December 28, 2017 through February 4, 2023.

17 6. 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 Plaintiff are typical of the claims of the members of the Class;
23 (d) the Plaintiff can fairly and adequately protect the interests of the members of the Class; € a
24 class action is superior to other available methods for the efficient resolution of this controversy;
25 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an
26 adequate representative of the Class.

27 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
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1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

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

17 9. The Court hereby appoints ILYM Group as Administrator for the Settlement. No
18 later than fifteen (15) calendar days after issuance of this Order, Defendant shall provide to the
19 Administrator an electronic spreadsheet with the Class Data. This information will otherwise
20 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
21 authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s express
22 written authorization or by order of the Court. The Administrator will perform address updates
23 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
24 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
25 Data spreadsheet, the Administrator will mail the Class Notice to all Class Members via first-class
26 U.S. Mail. To the extent there are email addresses provided in the Class Data, the Administrator
27 will also email the Class Notice to any email addresses known for Class Members. The
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1 Administrator shall establish a website for this Settlement on which the relevant documents to this
2 Settlement will be posted, including the operative complaint, the Agreement, all motions and
3 orders relating to settlement approval, and the Judgment. The motion for final approval shall be
4 posted on this website at least 16 court dates before the final approval hearing. The website will
5 be established not later than a week before the mailing of the Class Notice and will be maintained
6 until ninety (90) days after the distribution of the settlement to the Class.

7 10. The Court hereby preliminarily approves the proposed procedure for exclusion
8 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
9 from the Class as provided in the Class Notice by following the instructions set forth in the Class
10 Notice. All requests for exclusion must be postmarked by no later than the Response Deadline,
11 which is sixty (60) calendar days after the Administrator mails the Class Notice Packet to Class
12 Members. If the Class Notice Packet is re-mailed, this Response Deadline will be extended an
13 additional fourteen (14) calendar days. Any person who chooses to opt-out of and be excluded
14 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
15 the Settlement or have any right to object, appeal or comment thereon. Aggrieved Employees shall
16 be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA
17 Claims regardless of whether they opt-out of the Class. Class Members who have not requested
18 exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A
19 request for exclusion applies only to the individual submitting the request for exclusion, and any
20 attempt to effect an opt-out on behalf of any other individual or individuals (including a group,
21 class, or subclass of individuals) is not permitted and will be deemed invalid.

22 11. Any Class Member who has not opted-out may appear at the Final Approval
23 Hearing and may object or express the Member's views regarding the Settlement and may present
24 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
25 and determined by the Court as provided in the Class Notice. Class Members will have until the
26 Response Deadline set forth in the Class Notice to submit their written objections to the
27 Settlement Administrator in accordance with the instructions in the Class Notice. If the Class
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1 Notice is re-mailed, the Response Deadline will be extended an additional fifteen (15) calendar
2 days. Alternatively, Class Members may appear at the Final Approval Hearing, either in person or
3 remotely, to make an oral objection to the Settlement and/or the documents submitted in support
4 of settlement approval.

5 12. A Final Approval Hearing shall be held before this Court on _____
6 _____ at _____ in Department 611 at the Civic Center Courthouse of the San
7 Francisco County Superior Court to determine all necessary matters concerning the Settlement,
8 including: whether the proposed settlement of the Action on the terms and conditions provided for
9 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
10 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
11 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
12 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
13 expenses of the Administrator. The motion for final approval and the motion for attorneys' fees,
14 costs and service award shall be filed with the Court and served on all counsel no later than sixteen
15 (16) court days before the hearing and both motions shall be heard at the Final Approval Hearing.

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

1 14. In the event the Settlement does not become effective in accordance with the terms
2 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
3 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
4 and the Parties shall revert to their respective positions as of before entering into the Agreement,
5 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
6 including all available defenses and affirmative defenses, and arguments that no claim in the
7 Action could be certified as a class action and/or managed as a representative action. In such an
8 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
9 referred to in litigation or otherwise for any purpose.

10 15. The Court reserves the right to adjourn or continue the date of the Final Approval
11 Hearing and all dates provided for in the Agreement without further notice to Class Members and
12 retains jurisdiction to consider all further applications arising out of or connected with the
13 proposed Settlement.

14 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
15 further orders of the Court at the Final Approval Hearing.

16 17. The Court establishes the following deadlines:

17 [15 days after Preliminary Approval] _____ Deadline for Defendant to provide
18 Class Data to the Administrator.

19
20 [7 days after Class Data is received] _____ Deadline for Administrator to
21 establish website for Settlement.

22
23 [14 days after Class Data is received] _____ Deadline for Administrator to mail
24 and email Class Notice Packet.

25
26 [60 days after Class Notice is mailed] _____ Response Deadline for written
27 objections, requests for exclusion and

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PRELIMINARY APPROVAL ORDER

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disputes. The Response Deadline will be extended by 14 days for re-mailed class notices.

[16 court days before
Final Approval Hearing] _____

Deadline for filing of motion for final approval and for attorneys' fees and costs / Deadline for Administrator to post final approval papers on website.

_____ at 9:00 a.m. Final Approval Hearing

[14 days after Effective Date] _____

Deadline for Defendant to make 1st payment.

[6 months after 1st Payment] _____

Deadline for Defendant to make 2nd payment.

[14 days after 2nd Payment] _____

Deadline for Administrator to distribute settlement funds to the Class and the Aggrieved Employees. Payment of the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall occur at the same time as the

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distribution of settlement funds to the
Class and to the Aggrieved
Employees.

[6 months after Distribution to Class] _____ Check Void Date.

[2 months after Check Void Date _____ Final Report Deadline

IT IS SO ORDERED.

Dated: _____

HON. CURTIS E.A. KARNOW
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BIANCA CURRY, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

MXB BATTERY OPERATIONS, LP, a
Limited Partnership; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: December 28, 2021

Trial Date: Not set

Exhibit C-1

On [REDACTED], a hearing was held on the motion of Plaintiff Bianca Curry (“Plaintiff”) for final approval of the Class Action and PAGA Action Settlement Agreement (the “Agreement”) with Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”) and payments to the Plaintiff, Class Counsel, Aggrieved Employees, the Labor and Workforce Development Agency (“LWDA”) and the Administrator.

The parties have submitted their Agreement, which this Court preliminarily approved by its [REDACTED], 2023, order (“Preliminary Approval Order”). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Agreement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement, the supporting papers filed by the parties, and the evidence and argument received by the Court at the hearing before it entered the Preliminary Approval Order and the final approval hearing on [REDACTED], 2023, the Court grants final approval of the Settlement, and HEREBY ORDERS as follows:

1. The certification of the Class is confirmed for the sole and exclusive purpose of entering a settlement in this matter:

All individuals who were employed by Defendants in California and classified as a non-exempt employee or alleged to have been misclassified as an independent contractor at any time during the Class Period. The Class Period is December 28, 2017 through February 4, 2023.

2. The Administrator received [REDACTED] valid requests for exclusion from the Class. [The individuals who timely submitted valid requests for exclusion are _____.]

3. The Court confirms the appointment of Plaintiff as the Class Representative, and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

4. Pursuant to the Preliminary Approval Order, a Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive an Individual Class Payment, their right to comment on or object

Exhibit C-1

1 to the Settlement or to opt-out of the Settlement and pursue their own remedies, and their right to
2 appear in person or remotely or by counsel at the Final Approval Hearing and be heard regarding
3 final approval of the Settlement. Adequate periods of time were provided by each of these
4 procedures to provide notice of their rights and time for Class Members to act with respect to these
5 rights. _____ objected to the Settlement as part of this notice process or stated an intent to
6 appear at the final approval hearing. [The Court overrules the objections raised by objecting
7 Participating Class Members.]

8 5. The Court finds and determines that this notice procedure afforded adequate
9 protections to Class Members and provides the basis for the Court to make an informed decision
10 regarding approval of the Settlement based on the responses of Class Members. The Court finds
11 and determines that the Class Notice provided in this case was the best notice practicable and it
12 satisfied the requirements of law and due process.

13 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
14 determines that the proposed Class, as defined in the definitions section of the Agreement and
15 Paragraph 1 herein, meets all the legal requirements for class certification, and it is hereby ordered
16 that the Class is finally approved and certified as a class for purposes of the Settlement.

17 7. The Court further finds and determines that the Gross Settlement Amount of Seven
18 Hundred Thousand Dollars (\$700,000) and the terms of the Settlement are fair, reasonable, and
19 adequate to the Class and to each Class Member. The Class Members who have not opted-out
20 will be bound by the Settlement. Aggrieved Employees (as defined in the Agreement as all
21 individuals who were employed by Defendants in California and classified as a non-exempt
22 employee or alleged to have been misclassified as an independent contractor at any time during
23 the PAGA Period which is August 27, 2020 through February 4, 2023 will be subject to the release
24 of the Released PAGA Claims as set forth in the Agreement, and will be sent an Individual PAGA
25 Payment, regardless of whether they opt-out of the Class. The Settlement is ordered finally
26 approved, and all terms and provisions of the Settlement should be and hereby are ordered to be
27 consummated.

Exhibit C-1

1 8. The Court finds and determines that the Individual Class Payments to be paid to
2 the Participating Class Members, as provided for by the Agreement, are fair and reasonable. The
3 Court hereby grants final approval to and orders the payment of those amounts to be made to the
4 Participating Class Members out of the Net Settlement Amount in accordance with the Agreement.

5 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
6 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to PAGA,
7 on the date the parties filed the motion seeking approval of the Settlement with the Court, Plaintiff
8 served the LWDA with the motion which included a copy of the Agreement. The Court finds and
9 determines that the notice of the Settlement complied with the statutory requirements of PAGA.

10 10. The Court finds and determines that the resolution of the Released PAGA Claims
11 and the PAGA Penalties of Fifteen Thousand Dollars (\$15,000), which includes payment to the
12 LWDA of \$11,250 as its share of the settlement of civil penalties and the allocation of \$3,750 to
13 the Aggrieved Employees, in this case is fair, reasonable, and appropriate. The Court hereby
14 grants approval of the resolution of the PAGA claims and orders that the PAGA Penalties be paid
15 out of the Gross Settlement Amount in accordance with the Agreement.

16 11. The Court finds and determines that the fees and expenses of ILYM Group in
17 administering the settlement, in the amount of \$ [REDACTED], are fair and reasonable. The
18 Court hereby grants final approval to such amount and orders that the payment of approximately
19 that amount be paid out of the Gross Settlement Amount in accordance with the Agreement.

20 12. In addition to any recovery that Plaintiff may receive from the Net Settlement
21 Amount and PAGA Penalties, and in recognition of the Plaintiff's efforts on behalf of the Class,
22 and the risks he undertook, the Court hereby approves the payment of the Class Representative
23 Service Payment to Plaintiff in the amount of \$7,500. The Class Representative Service Payment
24 shall be paid from the Gross Settlement Amount.

25 13. Pursuant to the authorities and argument presented to the Court, the Court approves
26 the payment of attorneys' fees to Class Counsel in the sum of \$ [REDACTED], plus costs and
27 expenses in the amount of \$ [REDACTED]. Said amount shall be paid from the Gross Settlement
28 Amount.

Exhibit C-1

1 14. The parties are hereby ordered to comply with the terms of the Settlement.

2 15. Without affecting the finality of this order in any way, pursuant to California Code
3 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
4 interpretation, administration, implementation, effectuation, and enforcement of this order and the
5 Settlement.

6 **IT IS SO ORDERED.**

7
8 Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BIANCA CURRY, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

UNITED HEALTH CARE STAFFING, INC.,
a California Corporation; ON-CALL
THERAPISTS, INC., a California Corporation;
DOES 1 through 50, inclusive,

Defendants.

Case No. **CGC-21-597339**

[Consolidated with Case No. CGC-22-598120]

[PROPOSED] FINAL JUDGMENT

Hearing Date: _____

Hearing Time: _____

Judge: _____

Dept.: _____

Action Filed: December 28, 2021

Trial Date: Not set

Exhibit C-2

The parties having settled this action and the Court having entered an Order Granting Final Approval of Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Class Action and PAGA Action Settlement Agreement (the “Agreement”) and the Order Granting Motion for Final Approval of Class Action Settlement, Plaintiff Bianca Curry (“Plaintiff”), and all members of the Class, shall take nothing by their complaint(s) in this Action.

2. Without affecting the finality of this judgment in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

3. The Court finds that in consideration of Plaintiff’s awarded Class Representative Service Payment, and the other terms and conditions of the Settlement, as of the date the Defendants United Health Care Staffing, Inc. and On-Call Therapists, Inc. (“Defendants”) fully fund the Gross Settlement Amount, Plaintiff generally releases and discharges the Released Parties (as defined in the Agreement) from all claims, transactions, or occurrences that occurred during the Class Period as fully set forth in the Agreement.

4. The Court finds that in consideration for their Individual Class Payments, effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in the Agreement as to the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

Exhibit C-2

unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5. The Court finds that in consideration for the approved PAGA Penalties payment, effective on the date when Defendants fully fund the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class Action Settlement, and this Judgment.

7. The Court enters final judgment in the Action in accordance with the Agreement and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

8. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the parties. The Court sets a compliance hearing date of _____, at _____ a.m. / p.m., and the written certification of the Administrator shall be filed no later than fourteen (14) days before this hearing.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

Exhibit C-2

Dated: _____

The Honorable [REDACTED]
Judge of the Superior Court

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EXHIBIT #3

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

DECEMBER 17, 2024

BIANCA CURRY

RE: UNITED HEALTH CARE AND STAFFING
FILE NUMBER: CA2490.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/04/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND STATUS.	3.90	850	3,315.00
08/09/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING WHISTLEBLOWER AND DFEH CLAIMS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE RECENT SETTLEMENTS WITH SIMILAR CLAIMS.	3.40	850	2,890.00
08/11/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STATEMENTS FOR OVERTIME AND MEAL BREAK VIOLATIONS. LEGAL RESEARCH REGARDING RECENT CASE LAW AND SETTLEMENTS. CONFERENCE WITH PLAINTIFF TO OBTAIN BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
08/12/21	ND	DRAFT ORIGINAL COMPLAINT.	4.60	850	3,910.00
08/16/21	ND	DRAFT COMPLAINT.	2.70	850	2,295.00
08/19/21	ND	REVIEW AND REVISE COMPLAINT.	2.50	850	2,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SEND TO PLAINTIFF FOR APPROVAL TO FILE. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND PROCESS OF LAWSUIT.			
08/22/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LEGAL THEORIES.	2.10	850	1,785.00
08/27/21	ND	REVIEW PAGA CLAIMS. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFF.	2.00	850	1,700.00
11/22/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
12/27/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.40	675	270.00
12/27/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
12/27/21	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.75	675	1,856.25
12/28/21	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
12/28/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SF SUP. CT.	0.75	675	506.25
12/28/21	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.75	675	506.25
02/09/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENTS FOR BOTH DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/10/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
02/10/22	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.90	850	1,615.00
02/11/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ACTION	0.50	675	337.50
02/11/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SF SUP. CT.	0.70	675	472.50
02/14/22	RE	REVIEW COURT RETURNED DOCUMENTS RE PAGA ACTION; REVIEW NOTICE TO PLAINTIFF; REVIEW DOCKET; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.70	675	472.50
02/14/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
03/25/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE TWO DEFENDANTS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
03/29/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.75	675	506.25
04/06/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY ACTION RE 2 DEFENDANTS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
04/06/22	PM	REVIEW COMPLAINT AND STATUS OF ACTION; REVIEW AND ANALYZE LEGAL AND FACTUAL	1.00	750	750.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ALLEGATIONS.			
04/11/22	CJ	EVALUATE STATUS OF CASE, RESEACH CASE AND CLAIMS, REVIEW PRIOR ORDERS, DETERMINE DISCOVERY MAY BE SERVED, EVALAUTE REQUESTS NEEDED	1.00	550	550.00
05/02/22	KH	DRAFT INITIAL DISCOVERY IN CLASS CASE (FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES, INCLUDING DRAFT BELAIRE WEST NOTICE; REQUEST FOR ADMISSIONS; REQUEST FOR PRODUCTION; NOTICE OF DEPOSITION OF DEFENDANTS PMK; PROOF OF SERVICE.	1.80	250	450.00
05/09/22	KH	REVIEW/FINALIZE INITIAL DISCOVERY TO DEFENDANTS (FORM INTERROGATORIES-EMPLOYMENT LAW; SPECIAL INTERROGATORIES; REQUESTS FOR ADMISSION; REQUESTS FOR PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANTS; PREPARE FOR SERVICE ON OPPOSING COUNSEL.	0.80	250	200.00
05/09/22	CJ	EVALUATE STATUS OF CASE AND CLAIMS, DETERMINE STATUS OF DEF'S APPEARANCE, RESAEARCH ORDERS ISSUED AND STATUS OF CMC	1.00	550	550.00
05/09/22	CJ	RESAERCH CAE NOTES, EVALUATE AND REVISE ALL SET 1 DISCOVERY REQUESTS (4 FORMS) TO DEF, INCLUDING BELAIRE NOTICE, SENT TO KH FOR FINALIZATION AND SERVICE	1.50	550	825.00
05/12/22	KH	DRAFT INITIAL DISCOVERY IN THE PAGA ACTION: FORM INTERROGATORIES-EMPLOYMENT LAW; SPECIAL INTERROGATORIES (WITH DRAFT BELAIRE WEST NOTICE); REQUEST FOR ADMISSIONS; REQUEST FOR	1.60	250	400.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANTS' PMK.			
05/16/22	CJ	RESEARCH CASE AND CLAIMS, DRAFT CMC ST, SENT TO KH FOR FILING	1.00	550	550.00
05/16/22	CJ	DETERMINE HOW PAGA ACTION WILL PROCEED, RESEARCH CASE NOTES	0.50	550	275.00
05/17/22	KH	FINALIZE PLAINTIFF'S CASE MANAGEMENT STATEMENT; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON OPPOSING COUNSEL.	0.50	250	125.00
05/17/22	KH	REVIEW CLIENT DOCUMENTS; CONVERT, ORGANIZE AND BATES NUMBER PREPARATION FOR PRODUCTION.	2.10	250	525.00
05/17/22	PM	REVIEW CASE DOCUMENTS AND LEGAL AND FACTUAL ALLEGATIONS; STRATEGIZE RE DISCOVERY.	1.50	750	1,125.00
05/18/22	CJ	EVALUATE CLAIMS AND CASE, CREATE EXHIBIT BOOK IN PREP FOR MEET ADN CONFER WITH OPC	1.25	550	687.50
05/18/22	CJ	T/C WITH OPC, MEMORIALIZE SAME, ADVISE AJB	1.00	550	550.00
05/23/22	CJ	DISCUSS CASE POSTURE AND ADVISE PM AND AJB RE MEDIATION	1.00	550	550.00
<u>TOTAL BILLED HOURS</u>					
CHARLOTTE JAMES		8.25 hr @ 550.00	\$	4,537.50	
KARLA HORNE		6.80 hr @ 250.00	\$	1,700.00	
NICK DEBLOUW		27.60 hr @ 850.00	\$	23,460.00	
PIYA MUKHERJEE		2.50 hr @ 750.00	\$	1,875.00	
RICO EHMANN		17.00 hr @ 675.00	\$	11,475.00	
SCOTT BLUMENTHAL		2.40 hr @ 450.00	\$	1,080.00	
TOTAL PROFESSIONAL SERVICES			64.55		<u>\$ 44,127.50</u>

COSTS ADVANCED

08/27/21	PAGA FILING FEE	75.00
01/03/22	FILE AND SERVE EXPRESS.	1,442.00
02/08/22	MESSENGER - KNOX	206.30
03/01/22	FILE AND SERVE EXPRESS.	442.00
03/31/22	KNOX ATTORNEY SERVICES	185.50
03/31/22	ONELEGAL/FILING FEE	12.87
04/05/22	ONELEGAL/FILING FEE	83.90
04/07/22	ONELEGAL/FILING FEE	82.87
04/12/22	ONELEGAL/FILING FEE	<u>12.87</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,543.31</u>

TOTAL CURRENT CHARGES	<u>\$ 46,670.81</u>
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EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/17/2024
Due On: 01/16/2025

Bianca M Curry
931 Harlequin Way
Suisun City, CA 94585

CA2490

United Health Care Staffing

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/24/2022	Review and analyze legal and factual issues; review discovery requests served.	1.00	\$750.00	\$750.00
Service	07/01/2022	Research case status, case notes, evaluate CMO and determine if CMC St will be filed and what is required fro same	1.00	\$550.00	\$550.00
Service	07/05/2022	Research status of CMC, draft, finalize, file/ serve	1.00	\$550.00	\$550.00
Service	07/15/2022	Review Notice/Order continuing case management conference in the PAGA matter; Draft/Update E-service list; Serve on all parties and prepare proof of service for submission to Court.	0.50	\$250.00	\$125.00
Service	07/27/2022	Evaluate case and claims, analyze for all info requested to prepare for mediation, draft email to mediator re same	0.75	\$550.00	\$412.50
Service	07/28/2022	Review correspondences re filing and service of PAGA action; review status of actions.	0.50	\$750.00	\$375.00
Service	08/08/2022	Evaluate status of mediation and and booking, determine/ evaluate demand re discovery issue	0.50	\$550.00	\$275.00
Service	08/11/2022	Analyze claims/complaint/docs. Review/approve mediation data request.	2.00	\$895.00	\$1,790.00
Service	08/11/2022	Draft mediation demand, advise AJB, eval docs	1.00	\$550.00	\$550.00

Service	08/16/2022	Review docket, orders, and upcoming dates and deadlines; review client documents.	1.00	\$750.00	\$750.00
Service	08/16/2022	Review and finalize mediation data demand, evaluate discovery dates and correspond with OPC re same	0.50	\$550.00	\$275.00
Service	09/06/2022	Review case file and claims, review case notes, evaluate upcoming deadlines, draft CM-110, prep POS, finalize, file and serve	1.50	\$550.00	\$825.00
Service	09/13/2022	Research status of docs received to date, follow up with OPC re same	0.50	\$550.00	\$275.00
Service	10/05/2022	Review and analyze discovery produced to date. Analyze court docket and case file in preparation for mediation. Review data produced by Defendant and written policy documents. Conference with Plaintiff to discuss claims and mediation issues/process.	5.10	\$850.00	\$4,335.00
Service	10/08/2022	Analyze all pay stub exemplars for labor code claims. Legal research regarding meal breaks and Donohue decision and other recent wage statement opinions for 226(a) violations.	3.10	\$850.00	\$2,635.00
Service	10/11/2022	Evaluate documents for mediation and whether Defendant docs, advise OPC re dearth	0.50	\$550.00	\$275.00
Service	10/12/2022	Review and research previous BNBD settlements with similar claims and workweeks for mediation valuation. Analyze current case's demographics and draft MOU for mediation purposes.	3.60	\$850.00	\$3,060.00
Service	10/13/2022	Review/analyze claims in UHCS Staffing Handbook 4879-6290-8954 v.1. Pull exhibits and draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	10/18/2022	Review/analyze spreadsheets provided by Defendant. Prep for call re lack of expected number of employees shown in data to discuss whether class is artificially truncated or we got a sample with no verification of workweeks.	2.00	\$895.00	\$1,790.00
Service	10/21/2022	Review/analyze summary of damages received from expert. Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	10/23/2022	Review facts and law. Begin drafting mediation brief. Discuss with AJB.	4.90	\$850.00	\$4,165.00
Service	10/24/2022	Review/analyze corr from defense about renegeing on agreement to mediate all 80 different entities at which UHCS/On-Call placed employees. Draft/send response. Prep for/have call w/ mediator. Review/analyze corr w/ mediator. Prep for call w/ defense attorney on subject, including (a) Research online scope of UHCS. (b) Review file to persuade defense to mediator all 80 locales based on commonality. Draft/send memo to team member to get facts re	5.00	\$895.00	\$4,475.00

		wage statements.			
Service	10/26/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/26/2022	Finalize and file mediation brief	8.00	\$895.00	\$7,160.00
Service	10/27/2022	Finish prep for and have call w/ defense attorney to persuade to mediate all locations. Review/analyze data with all locations. Adjust exposure charts to include all data.	2.80	\$895.00	\$2,506.00
Service	10/27/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	10/27/2022	Review and analyze all mediation materials including briefs and exhibits thereto. Conference with Plaintiff to provide status and answer questions. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	10/28/2022	Review emails and mediator's proposal; advise AJ	0.30	\$950.00	\$285.00
Service	10/28/2022	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	10/28/2022	Review settlement issues, analyze, advise AJ.	1.25	\$995.00	\$1,243.75
Service	10/28/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	11/03/2022	Review mediation notes. Review exposure chart. Compare w/ mediator's proposal. Draft/send corr to mediator re proposal.	2.00	\$895.00	\$1,790.00
Service	11/08/2022	Review/analyze MOU	0.40	\$750.00	\$300.00
Service	11/16/2022	Finalize and circulate MOU for signatures.	2.00	\$895.00	\$1,790.00
Service	11/16/2022	Review and analyze mediation results and notes. Review MOU terms and settlement amounts. Call with Plaintiff to discuss MOU terms and obtain signature. Follow up for signature.	1.40	\$850.00	\$1,190.00
Service	11/17/2022	Review MOU, analyze re long form. Advise PM	2.00	\$995.00	\$1,990.00
Service	11/18/2022	research status of case and claims, draft revised CMC St.	1.00	\$550.00	\$550.00
Service	11/21/2022	Review status report and advise team re revisions.	0.25	\$750.00	\$187.50
Service	12/07/2022	Review MOU and analyze; review complaint and procedural history; draft long-form settlement agreement.	4.00	\$750.00	\$3,000.00
Service	12/08/2022	Review long form agreement, analyze re approval issues.	1.75	\$995.00	\$1,741.25
Service	12/23/2022	Review and revise draft agreement; email Defendants	2.00	\$950.00	\$1,900.00

Service	02/21/2023	Review Defendant's revisions to agreement; revise agreement; memo to Defendant regarding remaining issues and email revised draft Agreement	2.00	\$950.00	\$1,900.00
Service	02/21/2023	Draft: draft CMC statement; review complaint and court's orders; advise GG	1.60	\$750.00	\$1,200.00
Service	02/21/2023	Review MOU and draft amended FAC.	3.00	\$750.00	\$2,250.00
Service	02/22/2023	Review/analyze cmc statement. Prep for CMC. Analyze cy pres issues.	1.00	\$895.00	\$895.00
Service	02/23/2023	Work on class notice exhibit	1.00	\$950.00	\$950.00
Service	02/23/2023	draft exhibits to Agreement; email Defendant	3.50	\$950.00	\$3,325.00
Service	02/24/2023	review drat of amended complaint; advise PM	0.50	\$950.00	\$475.00
Service	02/24/2023	Review and revise draft consolidated complaint.	1.00	\$750.00	\$750.00
Service	02/28/2023	Review consolidated complaint draft; provide suggested edits to PM re OT/indep-K and PAGA sections	1.00	\$675.00	\$675.00
Service	03/01/2023	Review and revise draft amended complaint; draft stipulation for leave to file amended complaint; draft email to defense counsel sending amended complaint and draft stipulation.	1.50	\$750.00	\$1,125.00
Service	03/06/2023	Review docket in class action and in PAGA action; review orders and procedural history; draft CMC statement for PAGA action.	1.00	\$750.00	\$750.00
Service	03/09/2023	Review Defendant email; review revised Agreement; prepare agreement for final; email Defendant; memo to staff	1.50	\$950.00	\$1,425.00
Service	03/09/2023	Review status of settlement agreement and stipulation to file amended consolidated complaint; correspond with Def. re the same.	0.30	\$750.00	\$225.00
Service	03/09/2023	Review and analyze court docket and case file. Review and analyze settlement agreement and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of payout.	1.50	\$850.00	\$1,275.00
Service	03/10/2023	prepare signed agreement; email to Defendant	0.50	\$950.00	\$475.00
Service	03/28/2023	Review status of settlement agreement and correspondence with Def. re amended complaint.	0.30	\$750.00	\$225.00
Service	03/30/2023	draft motion for preliminary approval; review valuation documents; review status and respond to NBB questions; email Defendant draft of the motion	4.30	\$950.00	\$4,085.00
Service	03/30/2023	Review/analyze draft of the motion for preliminary approval for conformance w/ MOU/valuation	3.00	\$895.00	\$2,685.00

		analysis/mediation notes.			
Service	03/30/2023	Review docs, revise prelim for final. Advise KN.	2.25	\$995.00	\$2,238.75
Service	03/30/2023	Review Def. revisions to stip for leave to file amended complaint and finalize with amended complaint; review status of settlement agreement.	0.75	\$750.00	\$562.50
Service	04/25/2023	Draft declaration ISO motion for preliminary approval	3.00	\$950.00	\$2,850.00
Service	04/25/2023	Review and revise motion for preliminary approval; prepare for filing; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
Service	05/02/2023	Review filed motion; download; review status and memo to staff	0.30	\$950.00	\$285.00
Service	05/08/2023	Review docket and notification of rejected stipulation; review and revise stipulation to consolidate.	1.00	\$750.00	\$750.00
Service	05/18/2023	Review and revise stipulation to consolidate class and PAGA actions, finalize for filing.	0.30	\$750.00	\$225.00
Service	05/22/2023	Review order, analyze, advise KN.	1.25	\$995.00	\$1,243.75
Service	06/06/2023	Review Court Order re consolidation stipulation; review and revise stipulation for leave to file amended consolidated complaint; review status of action and preliminary approval.	0.75	\$750.00	\$562.50
Service	06/12/2023	Review and revise and finalize stipulation to file FAC.	0.50	\$750.00	\$375.00
Service	06/20/2023	Review Order re Preliminary Approval Motion; Draft CMC Statement.	0.50	\$750.00	\$375.00
Service	06/22/2023	ROA Search re Order approving filing of FAC	0.25	\$250.00	\$63.06
Service	06/22/2023	Finalize FAC for filing.	0.50	\$750.00	\$375.00
Service	08/22/2023	Review status of of action and docket; draft and finalize CMC Statement.	1.00	\$750.00	\$750.00
Service	12/01/2023	Reviewed Order continuing case management conference.	0.20	\$450.00	\$90.00
Service	12/07/2023	Review ruling and revise settlement documents; analysis of issues; memo to Admin; review revise estimate; revise proposed order and proposed class notice; email to Def	4.00	\$950.00	\$3,800.00
Service	03/16/2024	Work on revised motion and briefing	2.00	\$950.00	\$1,900.00
Service	03/19/2024	Receipt and Review of Correspondence: review correspondence from Def; review court's orders and docket; draft CMC statement; advise PM	0.50	\$750.00	\$375.00
Service	06/14/2024	Work on revised motion and issues to address per	4.00	\$950.00	\$3,800.00

Court ruling					
Service	06/17/2024	Work on declaration as to claims, risks and valuations thereof. email questions regarding claims to AJ; work on renewed motion.	2.50	\$950.00	\$2,375.00
Service	06/17/2024	Review/analyze/respond to partner's question re mediation/valuation/Court's issues.	3.00	\$895.00	\$2,685.00
Service	06/18/2024	Draft revised motion for preliminary approval; legal research; email Def; memo to staff	5.50	\$950.00	\$5,225.00
Service	06/21/2024	Reviewed Court's order continuing CMC.	0.20	\$450.00	\$90.00
Service	07/25/2024	Work on motion for preliminary approval (renewed); prepare exhibits; finalize motion; file and serve motion; serve LWDA	5.25	\$950.00	\$4,987.50
Service	07/25/2024	Tel. call and follow up with clerk re filed motion for prelim. approval	0.20	\$250.00	\$50.00
Service	07/29/2024	Reviewed Court's CMC Order re OSC.	0.20	\$450.00	\$90.00
Service	08/01/2024	Review status and filing; upload documents.	0.25	\$950.00	\$237.50
Service	08/01/2024	File and serve Joint stip to file FAC, review CMO#1 re filing of proposed order.	0.70	\$250.00	\$175.00
Service	08/15/2024	ROA review to confirm upcoming hearing re Mot for prelim app.	0.10	\$250.00	\$25.00
Service	08/15/2024	Contract clerk; prepare courtesy copies for Court; research issue	0.60	\$950.00	\$570.00
Service	08/19/2024	Review status and docket; memo to staff	0.50	\$950.00	\$475.00
Service	08/20/2024	Court appearance - motion for prelim approval; prepare for hearing; review documents; revise proposed order; revise class notice; emails with Def; submit proposed order to court.	1.30	\$950.00	\$1,235.00
Service	08/21/2024	Review order; revise class notice; memo to Admin with documents	1.00	\$950.00	\$950.00
Service	09/30/2024	Review preliminary calculations; review formatted class notice; double-check issues; respond to Admin	0.50	\$950.00	\$475.00
Service	11/18/2024	Review and respond to class member inquires regarding settlement. review court docket and case file. Status update to Plaintiff.	1.00	\$850.00	\$850.00
Service	12/03/2024	Review file and procedural posture; analyze MPA Order; assess settlement valuation for Kullar analysis and attorney time and costs for loadstar analysis; draft notice of motion and memorandum in support of MFA/Fee Motion; circulate to KN for review	3.50	\$750.00	\$2,625.00

Service	12/06/2024	Review emails and status and documents; review and revise draft motion for final approval; memo to JH; review billing for accuracy; memo to staff regarding billing issues	2.50	\$950.00	\$2,375.00
Service	12/09/2024	Review KN revisions to MFA/Fee Motion; draft supporting decl; advise team re tables	1.50	\$750.00	\$1,125.00
Service	12/11/2024	Review/revise draft settlement admin decl.	0.40	\$750.00	\$300.00
Service	12/11/2024	Review draft Admin declaration; redline revisions and email Admin	0.50	\$950.00	\$475.00
Service	12/11/2024	Review revised Admin decl; review status of motion; memo to staff regarding tables; review Def revisions and comments on the motion.	0.50	\$950.00	\$475.00
Service	12/11/2024	Review file; drafted Declaration of Plaintiff ISO Motion for Final Approval; email to client re Declaration.	2.50	\$450.00	\$1,125.00
Service	12/17/2024	Review and revise declaration ISO motion	1.00	\$950.00	\$950.00
Service	12/17/2024	Review and revise Motion for final approval; update motion figures; review proposed order; finalize motion; file and serve motion; serve LWDA.	3.00	\$950.00	\$2,850.00
				Services Subtotal	\$160,271.56

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/20/2022	One Legal Filing Fee	1.00	\$12.87	\$12.87
Expense	07/11/2022	One Legal Filing Fee	1.00	\$19.05	\$19.05
Expense	07/22/2022	One Legal filing fee	1.00	\$12.87	\$12.87
Expense	08/08/2022	Mediation Fees - Lou Marlin.	1.00	\$7,000.00	\$7,000.00
Expense	09/09/2022	One Legal Filing Fee	1.00	\$18.02	\$18.02
Expense	11/08/2022	Berger Consulting Group.	1.00	\$1,950.00	\$1,950.00
Expense	03/09/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/13/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/23/2023	Berger Consulting Fee.	1.00	\$300.00	\$300.00
Expense	04/03/2023	Lexis Nexis	1.00	\$78.00	\$78.00
Expense	04/13/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$33.92	\$33.92
Expense	05/01/2023	File and Serve Express.	1.00	\$113.50	\$113.50

Expense	05/20/2023	One Legal Filing Fee	1.00	\$84.16	\$84.16
Expense	05/25/2023	One Legal Filing Fee	1.00	\$33.92	\$33.92
Expense	05/31/2023	Knox	1.00	\$116.75	\$116.75
Expense	06/02/2023	Lexisnexis	1.00	\$341.00	\$341.00
Expense	06/14/2023	One Legal Filing Fee	1.00	\$96.26	\$96.26
Expense	07/03/2023	Lexis Nexis	1.00	\$385.00	\$385.00
Expense	08/02/2023	LexisNexis	1.00	\$330.00	\$330.00
Expense	08/25/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	09/01/2023	Lexis Nexis	1.00	\$440.00	\$440.00
Expense	09/13/2023	One Legal Filing Fee	1.00	\$77.21	\$77.21
Expense	10/02/2023	LexisNexis	1.00	\$374.00	\$374.00
Expense	11/28/2023	filing via One Legal	1.00	\$13.33	\$13.33
Expense	07/01/2024	LexisNexis	1.00	\$616.00	\$616.00
Expense	08/01/2024	File & ServeXpress	1.00	\$127.89	\$127.89
Expense	08/16/2024	One legal charge - courtesy copies delivery to Court	1.00	\$102.95	\$102.95
Expense	12/17/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$12,776.69	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	50.8	\$895.00	\$45,466.00
Norm Blumenthal	8.5	\$995.00	\$8,457.50
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	23.5	\$850.00	\$19,975.00
Ricardo Ehmann	1.0	\$675.00	\$675.00
Jeffrey Herman	5.8	\$750.00	\$4,350.00
Charlotte James	8.25	\$550.00	\$4,537.50
Trevor Moran	3.1	\$450.00	\$1,395.00
Piya Mukherjee	19.15	\$750.00	\$14,362.50
Kyle Nordrehaug	55.8	\$950.00	\$53,010.00
Victoria Rivapalacio	2.1	\$750.00	\$1,575.00

Gerardo Galaviz	1.25	\$250.00	\$313.06
Karla Horne	0.5	\$250.00	\$125.00
		Subtotal	\$173,048.25
		Total	\$173,048.25

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/16/2025	\$173,048.25	\$0.00	\$173,048.25
				Outstanding Balance
				\$173,048.25
				Total Amount Outstanding
				\$173,048.25

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
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
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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.