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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE 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]*

**DECLARATION OF KYLE NORDREHAUG  
IN SUPPORT OF RENEWED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT**

Hearing Date: August 20, 2024  
Hearing Time: 9:00 a.m.

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

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

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel of record for Plaintiff Bianca Curry ("Plaintiffs") in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of this matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the renewed motion for preliminary  
7 approval of the proposed class action settlement with Defendants United Health Care Staffing, Inc.  
8 and On-Call Therapists, Inc. ("Defendants"). This renewed motion addresses the deficiencies  
9 outlined in the Court's Order. This renewed motion seeks entry of an order: (1) preliminarily  
10 approving the proposed settlement of this class action with Defendants; (2) for settlement purposes  
11 only, conditionally certifying the Class, which is comprised of "all individuals who were employed  
12 by Defendants in California and classified as a non-exempt employee or alleged to have been  
13 misclassified as an independent contractor at any time during the Class Period" of December 28,  
14 2017 through February 4, 2023; (3) provisionally appointing Plaintiff as the representative of the  
15 Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit  
16 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class; (5)  
17 approving the form and method for providing class-wide notice; (6) directing that notice of the  
18 proposed settlement be given to the Class; (7) appointing ILYM Group as the Administrator; and  
19 (8) scheduling a final approval hearing date to consider Plaintiff's motion for final approval of the  
20 settlement and entry of the Judgment, and Plaintiff's motion for approval of attorneys' fees and  
21 expenses. Attached hereto as Exhibit #1 is a copy of the fully executed First Amended Class  
22 Action and PAGA Settlement Agreement ("Agreement") along with exhibits thereto. The revisions  
23 made the Agreement in order to address the Court's Order are shown in the redline attached hereto  
24 as Exhibit #2. This Declaration incorporates by reference the definitions in the Agreement, and all  
25 terms defined therein shall have the same meaning as set forth in the Agreement. The form of the  
26 Agreement is based upon the Los Angeles Superior Court model for for a class and PAGA  
27 settlement, and has been revised to correct the issues identified by the Court's Order.

1 Fairness of Settlement

2           3.       As consideration for this Settlement, the Gross Settlement Amount is Seven Hundred  
3 Thousand Dollars (\$700,000) to be paid by Defendant, as set forth in the Agreement. The Gross  
4 Settlement Amount will settle all issues pending in the Action between the Parties and will be made  
5 in full and final settlement of the Released Class Claims. The Gross Settlement Amount includes  
6 all payments of Individual Class Payments to the Participating Class Members, Administration  
7 Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,  
8 Class Representative Service Payment, and the PAGA Payment. The Gross Settlement Amount  
9 does not include the employer's share of payroll taxes which will be separately paid by Defendants.  
10 The Settlement is all-in with no reversion to Defendants and no need to submit a claim form.

11           4.       The relief provided in the Settlement will benefit all members of the Class. The  
12 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.  
13 Payments to the Class Members are all determined under a neutral methodology. Each Participating  
14 Class Member will receive the same opportunity to participate in and receive payment through a  
15 neutral formula that is based upon the weeks worked by that individual.

16           5.       On October 28, 2022, the Parties participated in an all-day mediation session  
17 presided over by Louis Marlin, Esq., a respected and experienced mediator of wage and hour class  
18 actions. In preparation for the mediation, Defendants provided Class Counsel with necessary  
19 information for the members of the Class, including a sampling of time punch records, payroll data  
20 and data concerning the composition of the Class. Plaintiff analyzed the data with the assistance of  
21 damages expert, Berger Consulting, and prepared and submitted a mediation brief and damage  
22 valuation to the Mediator. Following this all-day mediation, the Parties agreed to this Settlement.  
23 The final settlement terms were negotiated and set forth in the Agreement now presented for this  
24 Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair,  
25 reasonable and adequate.

26           6.       Based upon 595 Class Members who collectively worked 13,821 Workweeks, the  
27 Gross Settlement Amount provides a value of \$1,176 per Class Member and \$50 per Workweek and  
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1 the Net Settlement Amount provides an average recovery of \$687 per Class Member and a recovery  
2 of \$29.50 per Workweek. The calculations to compensate for the amount due to the Class Members  
3 at the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting,  
4 in advance of mediation. Class Counsel analyzed the data for putative class members and  
5 determined the potential maximum damages for the class claims. For the Class, the maximum value  
6 of the claim for unpaid wages due to rounding was \$189,634, the maximum value of the claim for  
7 unpaid wages due to off the clock work was potentially \$484,709, the maximum value of the unpaid  
8 overtime wages due to the alleged underpayment was \$143,845, the maximum potential damages  
9 for unpaid meal premiums were estimated to be \$1,286,700 based upon a 92% violation rate, the  
10 maximum potential rest period damages were estimated to be \$1,404,815 based upon the same 92%  
11 violation rate, and the maximum potential damages for failure to provide expense reimbursement  
12 were calculated to be \$23,190. In total, the damages for the Class were calculated to have a  
13 maximum potential total value of \$3,523,893. In addition, Plaintiff calculated that the maximum  
14 value of the potential waiting time penalties were between \$592,261 and \$2,461,947, and the  
15 maximum value of the potential wage statement penalties were \$271,150.<sup>1</sup> Consequently, the Gross  
16 Settlement Amount represents more than 19% of the potential maximum damages at issue for the  
17 Class in this case, assuming these amounts could all be proven in full at trial.<sup>2</sup> The above maximum  
18 calculations should then be adjusted in consideration for both the risk of class certification and the  
19 risk of establishing class-wide liability on all claims. Specific details as to the calculation and  
20 valuation of the claims for purposes of mediation and the negotiation of the Settlement are as

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

26 <sup>2</sup> Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included  
27 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in  
28 the below at ¶ 33.

1 follows:

- 2           **A. Class Figures.** Plaintiff received information for the class as follows: 595  
3 Class Members who collectively worked a 15,000 workweeks. This  
4 correlates to 66,667 shifts. The average base rate of pay for the Class was  
5 \$23.95 per hour.
- 6           **B. Alleged Unpaid Wages Due to Rounding.** Plaintiff alleged that Class  
7 Members were underpaid wages for time worked as a result of rounding.  
8 Timecards stated that time punches were “rounded to the nearest quarter  
9 hour”. This type of rounding results in both upward and downward rounding,  
10 but Plaintiff alleges that the net result is negative for the employee. Based  
11 upon Class Counsel’s experience with rounding claims, this practice usually  
12 results in a loss of a few minutes for every shift. To value this claim, Plaintiff  
13 therefore used a loss of 5 minutes per shift, and for the 66,667 shifts  
14 applicable to the Class, this valuation resulted in an alleged 5,556 hours of  
15 unpaid work. The unpaid wages due to rounding were calculated at 1.5 times  
16 the hourly rate, which means that the alleged unpaid wages were calculated to  
17 a total valuation of \$189,634 for the Class. Given that rounding was a  
18 practice of Defendant, Plaintiff believes that certification of this claim was  
19 more likely than not, but only a medium likelihood of proving class-wide  
20 liability and damages. Plaintiff discounted this maximum valuation for this  
21 claim by 75% for the risk of certification and 50% for the risks of class-wide  
22 liability, resulting in a discounted value of \$71,112 for the Class.
- 23           **C. Unpaid Overtime.** Plaintiff alleged that when overtime was paid, it was  
24 underpaid. This allegation is based upon the “OCT-Hospital-Memo” at  
25 CURRY00035 states that overtime is paid at 1.35 times “your rate” and  
26 double-time is paid at 1.7x “your rate” in violation of Cal. Lab. Code Section  
27 510 for overtime pay. Plaintiff’s expert found that 24.1% of employees and  
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23% of pay periods in the sample data have unpaid overtime or double time premium wages. In these pay periods, overtime hours were paid at lower than 1.5x hourly rate and double time hours were paid at lower than 2x hourly rate. The unpaid overtime and double time premium wages are calculated as the difference between the OT/DT amount at 1.5x/2x hourly rate and the actual payout. The unpaid overtime resulting from this alleged underpayment totaled \$143,845 for the Class. Plaintiff believes that certification of this claim was more likely than not, and a strong likelihood of proving class-wide liability and damages. Plaintiff discounted this maximum valuation for this claim by 75% for the risk of certification and 75% for the risks of class-wide liability, resulting in a discounted value of \$80,912 for the Class.

**D. Alleged Off-The-Clock Work.** The off-the-clock claim is based on allegations that Defendant knew or should have known the Class Members were working off the clock when they were required to submit to temperature checks, health surveys and Covid screening before clocking in and were also required to deal with telephone calls after hours concerning scheduling issues. As a result, they were systematically subjected to this pre and post shift work, which is alleged to be uncompensated work time. Off-the-clock damages assume employees were not paid 1 hour per work week, which sum up to 15,000 hours. 85.6% of these OTC hours are assumed overtime. Unpaid OTC wages are calculated as the sum of unpaid regular OTC wages (at the hourly rate) and the unpaid overtime OTC wages (at the overtime rate). As a result, the maximum value of the claim for unpaid wages due to alleged off-the-clock work was \$484,709 for the Class. The Defendant argued that this time was in fact recorded and therefore compensated. Defendant also argued that the time spent on these issues was negligible, and certainly less than one hour per week which correlates to more than ten minutes per shift. In light of the

1 policies, Plaintiff believes that class certification for this claim is more likely  
2 than not, however, off-the-clock claims are difficult to on a class-wide basis  
3 for liability and recovery given the lack of documentation and the potential  
4 for individual variances as to time and experience, not to mention  
5 Defendant's position that this work time is in fact recorded. Plaintiff  
6 discounted this maximum valuation for this claim by 75% for the risk of  
7 certification and 50% for the risks of class-wide liability, resulting in a  
8 discounted value of \$181,762 for the Class.

9 **E. Alleged Meal Period Violations.** The meal period claim is based upon the  
10 analysis of time punch records reflect a meal break violation rate in 92.3% of  
11 shifts greater than 6 hours (54,601 unique violations out of 59,130 shifts  
12 greater than 6 hours). The 54,601 unique meal break violations include 833  
13 late (after 5th hour for shifts greater than 6 hours), 5,543 missed (for shifts  
14 greater than 6 hours), 48,188 shifts with automatically deducted meals (for  
15 shifts greater than 6 hours), and 2,174 missed 2nd meal breaks (for shifts  
16 greater than 12 hours). The damages for a missed period is one hour of pay  
17 under Labor Code §§266.7 and 512. As a result, the maximum potential  
18 damages for alleged meal period violations using the 92.3% potential  
19 violation rate, were estimated to be \$1,286,700 for the Class. The meal  
20 period claim presents a medium likelihood of class certification, and a  
21 medium likelihood that class-wide recovery could be obtained at trial.  
22 Plaintiffs discounted this maximum valuation for this claim by 50% for the  
23 risk of certification and 30% for the risks of class-wide liability and proving  
24 maximum damages for 92% of all shifts, resulting in a discounted value of  
25 \$193,005 for the Class.

26 **F. Alleged Rest Period Violations.** The rest period claim is difficult to  
27 calculate because California law does not require rest periods to be recorded.  
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1 As such, Plaintiffs used the meal period violation rate discussed above and  
2 applied that to the rest period valuation. This was done because  
3 circumstances which prevented a lawful meal period would similarly impact a  
4 lawful rest period. The damages for a missed period is one hour of pay under  
5 Labor Code §§266.7 and 512. As such, based on this theory, Plaintiffs  
6 calculated maximum damages of \$1,404,815 for alleged rest period damages.  
7 The rest period claim presents a medium likelihood of class certification, but  
8 a low likelihood that class-wide recovery could be obtained at trial given the  
9 difficulties of proof as to 92% of all shifts without any punch data applicable  
10 to rest periods. Plaintiffs discounted this maximum valuation for this claim  
11 by 50% for the risk of certification and by 25% for the risks of class-wide  
12 liability, resulting in a discounted value of \$175,601.

13 **G. Alleged Business Expenses Reimbursement.** The expense reimbursement  
14 claim was based upon the personal cellphone usage for work purposes. The  
15 value of this claim used was \$5 per month over 4,638 months for the Class to  
16 calculate that the maximum potential damages for the alleged failure to  
17 reimburse business expenses were \$23,190. Plaintiffs believe that there is a  
18 high likelihood of class certification for this claim, and a high likelihood of  
19 class-wide liability because Defendants did not provide expense  
20 reimbursement. Defendants contended that any cell phone usage was merely  
21 convenient and voluntary such that reimbursement was not legally required.  
22 This defense could result in a denial of class certification and/or a denial of  
23 liability on this claim. Plaintiffs discounted this maximum valuation for this  
24 claim by 75% for the risk of certification and by 75% for the risks of class-  
25 wide liability, resulting in a discounted value of \$13,044.

26 **H. Alleged Waiting Time Penalties.** Waiting time penalties were calculated in  
27 a range, depending on the predicate violation. If waiting time penalties are  
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1 calculated only for the 102 terminated employees subjected to the underpaid  
2 overtime, the waiting time penalties are \$592,261. If waiting time penalties  
3 were calculated for all 424 terminated employees in the Class, the waiting  
4 time penalties would be \$2,461,947. The average shift length is 8.1 hours.  
5 As a result, waiting time penalties are calculated for each individual using 8.1  
6 hours per day x 30 days x average rate of pay. This claim is entirely  
7 derivative of the unpaid wage claims above, and therefore suffers from the  
8 same risks, plus Defendant maintains additional defenses of a good faith  
9 defense specific to this claim. The recent decision that good faith belief  
10 dispute as to wages owed by the employer in *Naranjo v. Spectrum Sec. Servs.,*  
11 *Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this claim even  
12 if wages were owed to the class. In light of the state of the law, and the  
13 Defendants' defenses not only to the predicate claims but also as to a good  
14 faith defense to the wage statement claim, Plaintiffs discounted this claim  
15 significantly (50% for certification / 50% for liability / 25% for good faith  
16 defenses) to the range of \$37,016 if only for the 102 individuals or \$76,935 if  
17 for all 424 terminated employees in the Class.

18 **I. Alleged Wage Statement Penalties.** Wage Statement Penalties are  
19 calculated at \$50 for the initial violation and \$100 for each subsequent  
20 violation with a max of \$4,000 per employee. Assuming 100% violation for  
21 all employees in the period applicable to the wage statement claim, the  
22 maximum valuation for this claim was calculated to be \$271,150. This claim  
23 is entirely derivative of the unpaid wage claims above, and therefore suffers  
24 from the same risks, plus Defendant maintains additional defenses of a lack  
25 of knowing and willful conduct specific to this claim. The recent decision  
26 that good faith belief of compliance by the employer in *Naranjo v. Spectrum*  
27 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this  
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1 claim even if wages were owed to the class. In light of the state of the law,  
2 and the Defendants' defenses not only to the predicate claims but also as to a  
3 good faith defense to the wage statement claim, Plaintiffs gave negligible  
4 value to this claim.

5 **J. Alleged PAGA Claim.** The PAGA Claim is not a class claim and the PAGA  
6 penalties are paid primarily (75%) to the State of California, and do not  
7 compensate for or release the individual claims of the employees. As such,  
8 the PAGA Claim is not included in this valuation, however, the PAGA claim  
9 is addressed separately below at paragraph 33.

10 **K. Discounted Valuation of Class Claims.** Based upon the above, the realistic  
11 value of the claims of the Class is less than \$800,000. This settlement  
12 provides nearly an equivalent recovery as compared to the discounted value  
13 of the Class claims. As a result, Plaintiff believes that the class settlement  
14 provides fair and reasonable compensation for these claims, when viewed by  
15 the risks of litigation.

16  
17 Procedural History of the Litigation

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

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

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

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

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

2           12.     The Parties continued to negotiate the terms of the settlement and prepared the long  
3 form Agreement. Accordingly, for purposes of this Settlement, the "Class" is defined as "all  
4 individuals who were employed by Defendants in California and classified as a non-exempt  
5 employee or alleged to have been misclassified as an independent contractor at any time during the  
6 Class Period." (Agreement at ¶ 1.5.) The Class Period is from December 28, 2017 through  
7 February 4, 2023. (Agreement at ¶ 1.12.) The Class consists of 595 Class Members who  
8 collectively worked a total of 13,821 Workweeks during the period of December 28, 2017 through  
9 October 28, 2022. (Agreement at ¶ 4.1.) The Agreement includes an escalator clause in the event  
10 the Workweeks ultimately exceed this amount by more than 10%. (Agreement at ¶ 9.)

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

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

10  
11 Settlement Terms and Plan of Allocation

12 15. The Gross Settlement Amount is Seven Hundred Thousand Dollars (\$700,000).  
13 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the  
14 following elements: (1) payment of the Individual Class Payments to the Participating Class  
15 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)  
16 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and  
17 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not  
18 include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount  
19 shall be all-in with no reversion to Defendants. (Agreement at ¶ 3.1.)

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

27 17. The amount remaining in the Gross Settlement Amount after the deduction of  
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1 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class  
2 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses  
3 Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be  
4 allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.)  
5 From the Net Settlement Amount, the Individual Class Payment for each Participating Class  
6 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of  
7 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying  
8 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks  
9 will be based on Defendants' records; however, Class Members will have the right to challenge the  
10 number of Workweeks.

11 18. Class Members may choose to opt-out of the Settlement by following the directions  
12 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be  
13 deemed Participating Class Members who will be bound by the Settlement and will be entitled to  
14 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including  
15 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and  
16 will remain subject to the release of the Released PAGA Claims regardless of their request for  
17 exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class  
18 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at  
19 ¶¶ 8.6 and 8.7, Ex. A.)

20 19. A Participating Class Member must cash his or her Individual Class Payment check  
21 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within  
22 180 days will be voided and any funds represented by such checks to Children's Advocacy Institute,  
23 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure  
24 Section 384(b) ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel have  
25 represented that they have no interest or relationship, financial or otherwise, with the intended Cy  
26 Pres Recipient. (Agreement at ¶ 5.4.)

27 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the  
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1 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid  
2 for settlement administration in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(c).)

3 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
4 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
5 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of  
6 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶  
7 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$7,500  
8 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

9 22. Subject to Court approval, Fifteen Thousand Dollars (\$15,000) will be paid from the  
10 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act,  
11 Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor  
12 Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$11,250) shall be allocated  
13 to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25%  
14 (\$3,750) allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees  
15 based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in  
16 the accompany proof of service, the LWDA has been served with this motion and the Agreement.

17  
18  
19 Risks of Continued Litigation and Standards for Approval

20 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate  
21 and trying this Action against Defendants and then litigating possible appeals which could take  
22 several years. Class Counsel has also taken into account the uncertain outcome and risk of  
23 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of  
24 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in  
25 the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the  
26 Settlement set forth in the Agreement is in the best interest of the Class Members.

27 24. Here, a number of defenses asserted by Defendants present serious threats to the  
28

1 claims of the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices  
2 complied with all applicable Labor laws. Defendants argued that all work time was properly  
3 recorded and paid for and that there was no underpayment of overtime. As to rounding, Defendants  
4 argued that its rounding practices were lawful because they were facially neutral. Defendants  
5 contended that its meal and rest period policies fully complied with California law and that  
6 Defendants' timekeeping system recorded meal periods, paid for missed meal periods, and was not  
7 required to record rest periods. As to expenses reimbursement, Defendants contended that it did not  
8 fail to provide reimbursement for necessary business expenses and that there were no such expenses  
9 that had not already been reimbursed or that claimed expenses were incurred voluntarily and/or for  
10 the convenience of employees and is therefore not required reimbursement. Defendants argued that  
11 the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v.*  
12 *Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th  
13 85 (2021), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and  
14 rest period claims. Defendants also argue that based on its facially lawful practices, they acted in  
15 good faith and without willfulness, which if accepted would negate the claims for waiting time  
16 penalties and/or inaccurate wage statements. 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 maintain these defenses have merit and therefore present a serious risk to  
19 recovery by the Class.

20 A. **Specific Concerns Regarding Risks of Liability.** The specific alleged class claims  
21 provide varying risks of as to the merits and proving liability. The concerns about  
22 liability inform the discounting for the risks of liability discussed above. These issues  
23 as to liability also overlap with the concerns as to class certification. The Court's  
24 Order notes that the above defenses and contentions are found in all wage and hour  
25 cases, but that reflects that in many of these cases, the contentions and the defenses  
26 are very similar. Plaintiff, however, provides additional detail concerning the  
27 contentions and the defenses of each claim in this case.  
28

1. **Alleged Unpaid Wages Due to Rounding.** Plaintiff alleged that Class Members were underpaid wages for time worked as a result of rounding. Timecards stated that time punches were “rounded to the nearest quarter hour”. Plaintiff believes that liability is more likely than not for this claim because (1) the actual time could be recorded and (2) the rounding is regularly occurring and is not only a minute or two, but rather the nearest quarter hour. Defendants may defend that their rounding is neutral and does not result in a net underpayment to employees. In the past this practice would have been legal under *See's Candy Shops, Inc. v. Superior Court*, 210 Cal. App. 4th 889, 903 (2012) (“time-rounding is a practical method for calculating worktime and can be a neutral calculation tool for providing full payment to employees”) and is permitted under federal law. Recently, the law has been shifting as the California Supreme Court rejected the “de minimis rule” as “not applicable to the regularly reoccurring activities”. *Troester v. Starbucks Corp.*, 5 Cal. 5th 829, 848 (2018). As a result, Plaintiff believes that the claim for rounding would more likely than not result in liability under the current state of the law. The change in law would, however, give rise to good faith defenses which negate penalties predicated this alleged violation.
2. **Unpaid Overtime.** Plaintiff alleged that when overtime was paid, it was underpaid. This allegation is based upon the “OCT-Hospital-Memo” at CURRY00035 states that overtime is paid at 1.35 times “your rate” and double-time is paid at 1.7x “your rate” in violation of Cal. Lab. Code Section 510 for overtime pay. Because there are few exceptions as to when overtime can be paid at less than the statutory rate, Plaintiff believe liability on this claim is strong.
3. **Alleged Off-The-Clock Work.** The off-the-clock claim is based on allegations that Defendant knew or should have known the Class Members

1 were working off the clock when they were required to submit to temperature  
2 checks, health surveys and Covid screening before clocking in and were also  
3 required to deal with telephone calls after hours concerning scheduling issues.  
4 Defendant defends this claim by pointing to their official employment  
5 policies which instruct all employees to record their time worked. Plaintiff  
6 would be required to show that Defendant should have know time spent on  
7 these work tasks were no being recorded and compensated. Plaintiff believes  
8 that this claims presents strong case for liability in general, but as discussed  
9 herein, the difficulty arises with the qualification of damages.

10 4. **Alleged Meal Period Violations.** The meal period claim is based upon the  
11 analysis of time punch records showing that a meal period was less than 30  
12 minutes or missed altogether. The sampling of time records showed potential  
13 violations 92.3% of shifts greater than 6 hours (54,601 unique violations out  
14 of 59,130 shifts greater than 6 hours). Defendant defends this claim by  
15 pointing to their official employment policies which instruct employees to  
16 take their full 30 minute meal period. While for most of the Class Period,  
17 this policy would have been sufficient for the Defendant to satisfy its legal  
18 obligation to provide meal period to be legally compliance. However, in  
19 2021, the Supreme Court changed the law and held that “time records  
20 showing noncompliant meal periods raise a rebuttable presumption of meal  
21 period violations”. *Donohue v. AMN Servs., LLC*, 11 Cal. 5th 58, 74 (2021).  
22 So here, the risks of liability is a mixed bag. For most of the time period at  
23 issue, Defendant may be able to defend the claim, but starting in February  
24 2021, a rebuttable presumption would arise based on the time records. This  
25 is why the liability for the Class was discounted by 30%, because most of the  
26 Class Period at issues predates this new law.

27 5. **Alleged Rest Period Violations.** The rest period claim is difficult to  
28 calculate because California law does not require rest periods to be recorded.

1 As a result, the time records will not result in the rebuttable presumption as  
2 with meal periods. This claim presents a weak claim for liability as Plaintiff  
3 is left to argue that work constraints prevented off-duty rest periods just as  
4 they did with meal periods. This argument, however, presents difficulty in  
5 liability and the qualification of damages, which is why it is the claim that is  
6 most discounted because the risks of liability.

7 6. **Alleged Business Expenses Reimbursement.** The expense reimbursement  
8 claim was based upon the personal cellphone usage for work purposes.  
9 Plaintiff alleges that Class Members were required to use their personal  
10 cellphones when at home for scheduling purposes. Plaintiff believes this  
11 presents a strong case of liability, and the Defendants' argument that this was  
12 merely convenient to the employee and not a necessity is not very persuasive.  
13 The difficulty with this claim is the qualification of damages as a result of the  
14 failure to reimburse. Defendants are not required to pay the entire cellphone  
15 bill, so the trier of fact would need to determine what percentage or amount  
16 of that bill is to be reimbursed, and there are cellphone plans that are \$15 per  
17 month. As a result, the difficulty with this claim is the qualification of class-  
18 wide damages, particularly if the cellphone usage is only infrequent.

19 7. **Alleged Waiting Time Penalties.** Waiting time penalties are entirely  
20 derivative of the above claims for unpaid wages. As a result, this claim bears  
21 all of the same risks as the underlying wage claim. Because there were two  
22 possible scenarios for liability, one in which only those terminated employees  
23 with unpaid overtime are awarded waiting time penalties, and a second in  
24 which all terminated employees are awarded waiting time penalties, Plaintiff  
25 prepared two valuations. Plaintiff maintains that the failure to pay overtime  
26 would be the most likely derivative claim to give rise to the penalties, but that  
27 would mean the recovery was severely limited. As to the other claims, as  
28 discussed above, Defendants have credible good faith arguments based on

1 either a change in the law or facially lawful policies. The recent decision that  
2 good faith belief dispute as to wages owed by the employer in *Naranjo v.*  
3 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely  
4 negate this claim even if wages were owed to the class, and this decision is  
5 the most serious impediment to liability. As a result, other than waiting time  
6 penalties predicated on the underpayment of overtime, this claim has little  
7 value when predicated on the other claims.

8 8. **Alleged Wage Statement Penalties.** Wage Statement Penalties are also  
9 entirely derivative of the above claims for unpaid wages. As a result, this  
10 claim bears all of the same risks as the underlying wage claim. The recent  
11 decision that good faith belief of compliance by the employer in *Naranjo v.*  
12 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely  
13 negate this claim even if wages were owed to the class. As discussed above,  
14 even if liable on the wage claims, Defendants have credible arguments for  
15 good faith. In light of the state of the law, and the Defendants' defenses not  
16 only to the predicate claims but also as to a good faith defense to the wage  
17 statement claim, Plaintiffs gave negligible value to this claim.

18 9. **Risks of Appeal.** When Plaintiff refers to risks of appeal, Plaintiff is  
19 primarily referring to a situation where a class-wide judgment is reversed  
20 based upon deficiencies in class-wide proof for damages. As discussed  
21 above, several of the claims may have liability, but present difficulties as to  
22 qualification of class-wide damages. This risk is illustrated by the decision in  
23 *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), where the Supreme  
24 Court reversed a class-wide judgment after trial because of problems in the  
25 proof and qualification of the class recovery.

26 25. There was also a significant risk that, if the Actions were not settled, Plaintiff would  
27 be unable to obtain class certification and thereby not recover on behalf of any employees other than  
28 himself. Defendants argued that the individual experience of each putative class member varied

1 with respect to the claims. Defendants could also contest class certification by arguing injury and  
2 good faith were case-by-case determinations that precluded class certification. Plaintiff is aware of  
3 other cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*,  
4 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Defendants also contended  
5 that it would be able to establish that Plaintiff was not a typical or adequate class representative as  
6 to some, if not all, of the alleged claims. Finally, even if class certification was successful, as  
7 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59  
8 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the  
9 class has been certified. While other cases have approved class certification in wage and hour  
10 claims, class certification in this action would have been hotly disputed and was by no means a  
11 foregone conclusion.

12       A.     **Specific Concerns Regarding Risks of Class Certification.** The specific alleged  
13 class claims provide varying risks of certification, and overlap with the concerns as  
14 to the merits and liability. Of course, if not certified for a class, that particular claim  
15 will provide no recovery to any class member. The concerns about class certification  
16 inform the discounting for the risks of class certification discussed above. In this  
17 action, the claims for unpaid wages due to rounding, underpayment of overtime,  
18 alleged off-the-clock work and expense reimbursement, in Plaintiff's view, present  
19 strong cases for class certification, which I would characterize as "more likely than  
20 not". This is because each claim is based on alleged uniform policies of the  
21 Defendant, so whether the Defendant's practices violated the Labor Code can be a  
22 common question answered on a class-wide basis. The claims for rounding,  
23 underpaid overtime and expense reimbursement are also amenable to class-wide  
24 qualification. However, as discussed above, these claims also present the smallest  
25 recovery to the class. The problem with the alleged off-the-clock work is the proof  
26 and qualification of class-wide damages. This is because there are no records, and  
27 the amount of time could be subject to significant variance between class members  
28 and even shifts. So creating a class-wide damage model for this claim under *Duran*

1 would be difficult. As to the meal and rest break claims, these claims would be  
2 much harder to certify. The meal break claim could be subject to individual issues as  
3 to why a break was missed and whether that individual validly waived the meal  
4 period. While Plaintiff would use the time punch records to show meal periods were  
5 missed, the Defendants' official policies were to provide meal periods, and therefore  
6 Defendants could defend that their legally compliant policy has "provided" the meal  
7 period, and the reason why it was missed is subject to individual mini-trials. This  
8 risk of certification is even more pronounced with the rest period claim, because here  
9 there are no time records to show rest periods are missed or to quantify how many  
10 rest breaks were missed by the Class and should be compensated on a class-wide  
11 basis. Defendants can also still counter that their legally compliant policy as to rest  
12 periods precludes class certification because a common question is lacking.

13 26. This settlement is therefore certainly entitled to preliminary approval. Were this  
14 case to go to trial, the Plaintiff and the other class members would need to prove, among other  
15 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

16 27. Plaintiff will apply to the Court for Class Representative Service Payment in  
17 consideration for her service and for the risks undertaken on behalf of the class. (Agreement at ¶  
18 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel. Plaintiff will  
19 present a detailed declaration addressing his work and service at the time of final approval. For  
20 purposes of this preliminary approval stage, the requested service award of \$7,500 is well within the  
21 accepted range of awards for purposes of preliminary approval. *See e.g. Andrews v. Plains All Am.*  
22 *Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested  
23 service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.  
24 Dist. LEXIS 149865, at \*19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein*  
25 *v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500  
26 where average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014  
27 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member  
28 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL

671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.Cal. 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D.Cal. 2007) (awarding \$25,000 service award in overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service awards are routinely awarded to class representatives to compensate the employees for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at \*16-17.

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed. Class Counsel engaged in an investigation of the claims and conducted a review and analysis of the relevant documents and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. There can be no doubt that Counsel for both parties possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

1 Class Certification Issues

2 30. Plaintiff contends that the proposed settlement meets all of the requirements for class  
3 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,  
4 the Court may appropriately approve the Class as defined in the Agreement. This Court should  
5 conditionally certify the Class for settlement purposes only, defined as follows:

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

8 (Agreement at ¶ 1.5.)

9 The “Class Period” is from December 28, 2017 through February 4, 2023. (Agreement at ¶ 1.13.)

10 a. **Numerosity** - Here, Plaintiff asserts that the 595 individuals who comprise  
11 the Class can be identified based on Defendants’ records and are sufficiently numerous for class  
12 certification.

13 b. **Common Issues Predominate** - Here, Plaintiff contends that common  
14 questions of law and fact are present, and specifically the common questions of whether Defendants  
15 properly calculated wages, whether the rounding practices were lawful, whether the Defendants  
16 failed to provide all legally required rest periods to class members, whether class members were  
17 lawfully compensated for all hours worked, whether Defendants failed to provide required expense  
18 reimbursement, and whether Class Members are entitled to damages and penalties as a result of  
19 these practices.

20 c. **Typicality** - In the instant case, Plaintiff contends that there can be little  
21 doubt that the typicality requirement is satisfied. The Plaintiff worked for Defendants as a non-  
22 exempt employee during the Class Period. Plaintiff contends that, like every other member of the  
23 Class, they were subject to the same practices and policies of Defendants and are subject to the same  
24 defenses. Thus, Plaintiff asserts that the claims of the Plaintiff and the Class Members arise from the  
25 same course of conduct by the Defendants, involve the same employment policies and practices of  
26 Defendants, and are based on the same legal theories.

27 d. **Adequacy** - Plaintiff contends that the Class Members are adequately  
28

1 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest  
2 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This  
3 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class  
4 and has actively participated in the prosecution of this case to date. She effectively communicated  
5 with counsel, provided documents to counsel and participated in the investigation and negotiations  
6 in the Action. Second, Plaintiff retained competent counsel who are experienced in employment  
7 class actions and who have no conflicts. Third, there is no antagonism between the interests of the  
8 Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief  
9 under the same set of facts and legal theories.

10 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
11 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can  
12 competently represent the Class. Other lawyers at my firm and I have extensive class litigation  
13 experience. We have handled a number of class actions and complex cases and have acted both as  
14 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
15 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
16 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
17 employment law class actions, including claims for misclassification, overtime, expense  
18 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
19 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
20 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be  
21 adequate counsel by the courts throughout California. We have been approved as experienced class  
22 counsel by both state and federal courts in California in contested class certification proceedings. A  
23 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this  
24 settlement is defined as "all individuals who were employed by Defendants in California and  
25 classified as a non-exempt employee or alleged to have been misclassified as an independent  
26 contractor at any time during the Class Period." I have reviewed my firm's cases and representation  
27 of other plaintiffs and there is no conflict or representation which would prevent my firm from  
28 representing the interests of the Class this case. My firm only represents employees, and not

1 employers. My firm has never represented Defendants nor any affiliate of the Defendants. My  
2 firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and to  
3 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not  
4 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the  
5 claims are all against different and distinct employers. I can think of no conflict that would arise in  
6 our representation of the Class and our adequate representation of the Class is evidenced by the  
7 successful prosecution of the class claims to reach an excellent recovery for the Class. Thus, the  
8 adequacy requirement for my firm is satisfied.

9       32.     The Class Notice: The Class Notice, drafted jointly and agreed upon by the Parties  
10 through their respective counsel and to be approved by the Court, includes all relevant information.  
11 (*See Exhibit "A"* to the Agreement.) The Class Notice will include, among other information: (i)  
12 information regarding the Action; (ii) the impact on the rights of the Class Members if they do not  
13 opt out, including a description of the applicable release; (iii) information to the Class Members  
14 regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class  
15 Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be  
16 sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of  
17 the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days  
18 from the date that the Notice is mailed to them (the "Response Deadline") to request exclusion (opt-  
19 out) or to submit an objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the  
20 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to  
21 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a  
22 timely and proper request to opt-out will automatically receive a payment of their Individual Class  
23 Payment. This notice program was designed to meaningfully reach the Class Members and it  
24 advises them of all pertinent information concerning the Settlement. The mailing and distribution of  
25 the Class Notice satisfies the requirements of due process, and is the best notice practicable under  
26 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

1           33.    The PAGA Claims -

2                   a.       **Reasonableness of the PAGA Allocation.** As discussed below, my firm  
3 uses 2% as the benchmark for the PAGA allocation. This is done not only because of what has been  
4 observed in other cases, but also my experience in hundreds of class settlement approvals over the  
5 last several years where an approximately 2% allocation for PAGA has been approved. I have also  
6 had personally discussions with senior attorneys at the LWDA, who express the LWDA's  
7 preference for maximizing the settlement money to be paid to the Class, which serves the purpose of  
8 PAGA, as opposed to larger payments allocated to PAGA which is then largely paid to the State of  
9 California. Finally, the \$15,000 PAGA allocation is roughly 4% to 9% of the maximum value of  
10 the PAGA claim discussed below, which is a lower percentage than the 19% recovery as to the  
11 maximum value of the class claims, but this 30% to 50% further discounting is appropriate because  
12 with PAGA, not only do you need to prove the underlying predicate violations as to all employees  
13 for all pay periods, but also PAGA is subject to additional defenses applicable only to PAGA. This  
14 is illustrated by the decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018) where  
15 the Court reduced the maximum award of \$100 per pay period to \$5 per pay period, which means  
16 that after trial, the prevailing employees only received 5% of the maximum value of the PAGA  
17 claim, even where they had established liability on the underlying predicate violation.

18                   b.       **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201  
19 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The  
20 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a  
21 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the  
22 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of  
23 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on  
24 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of  
25 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that  
26 primary consideration. "The LWDA recognizes that this Court does not review the PAGA  
27 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is  
28

1 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
2 class members." (LWDA Response at p.4).

3           c.       **Valuation of the PAGA Claim for Allegedly Aggrieved Employees.** For  
4 mediation, Plaintiff calculated the value of the alleged PAGA claim as to the Aggrieved Employees  
5 for civil penalties to be between \$168,250 and \$336,500 for a single violation in every one of the  
6 3,365 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay  
7 period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for  
8 violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be  
9 awarded at the maximum rate per pay period but without stacking. The PAGA allocation in the  
10 Settlement is the amount of \$15,000. This allocation is justified by several important  
11 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.  
12 Second, Defendants asserted additional defenses to the PAGA claim, not only as to liability but also  
13 as to the amount of the penalties. Defendants could also argue that no penalties prior to the PAGA  
14 notification should be awarded, and I am aware of one Court which has so ruled. These additional  
15 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties  
16 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In  
17 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which  
18 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties  
19 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on  
20 the PAGA claim. Even if we assume that violations for all 3,365 pay periods were established,  
21 using the valuation from *Carrington* results in a more realistic recovery of \$16,825 under PAGA.  
22 This means that the \$15,000 PAGA allocation is a reasonable percentage of this potential PAGA  
23 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning  
24 of the LWDA in *O'Connor v. Uber*.

25           d.       **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,  
26 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA  
27 settlements as compared to the total settlement amount. In the hundreds of cases my firm has settled  
28 and Courts have approved, the PAGA allocation is almost always set at approximately 2% of the

1 Gross Settlement Amount. A class settlement that allocates approximately 2% of the total  
2 settlement value to resolve the PAGA claims applicable to the class is also supported by what has  
3 been approved in other wage-and-hour class settlements. While it is anecdotal evidence, in the past  
4 Courts have approved PAGA settlement amounts in the range of between 0.27 to 2 percent of the  
5 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
6 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
7 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
8 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
9 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
10 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for  
11 PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
12 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9  
13 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
14 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
15 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
16 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
17 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
18 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
19 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
20 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*  
21 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000  
22 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
23 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*  
24 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
25 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
26 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
27 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*  
28 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or

0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil

1 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December  
2 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.  
3 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and  
4 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
5 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-  
6 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*  
7 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class  
8 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in  
9 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-  
10 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour  
11 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case  
12 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and  
13 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles  
14 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee  
15 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*  
16 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a  
17 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
18 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson  
19 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
20 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard  
21 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,  
22 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of  
23 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee award  
24 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*  
25 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a  
26 one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash*  
27 *Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E.  
28 Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,

2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payment - The service award amount is a not to exceed amount, with the final award to be determined at final approval after Class Members have had the opportunity to comment. For purposes of preliminary approval, the Court determines whether the proposed settlement is within the "range of reasonableness" that would warrant sending out a notice of the settlement and giving the class members the opportunity to object. (Newberg on Class Actions, 3d Ed. (1992) § 11.25). Plaintiff will present a detailed declaration addressing her work and service (including the qualification of time and explanation of risks) at the time of final approval and so that the Court can determine the final reasonable award amount in accordance with *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 807 (2009). The fact that other Court's have awarded far more than the not-to-exceed amount here demonstrates that this term is within the range of reasonableness. That the not-to-exceed amount of \$7,500 is within the range of reasonableness is further establish by the fact that plaintiff is the sole class representative and there

1 will only be a single service award, as opposed to the situation where two or more class  
2 representatives each receive an award. For example, six years ago in *D'Sa v. Amber India Corp.*,  
3 San Francisco Case No. CGC-15-544578, this Court awarded three plaintiffs \$5,000 each, which is  
4 a total of \$15,000. Here, the not-to-exceed amount of \$7,500, while more than \$5,000, is half of the  
5 total amount of \$15,000 awarded.

6 36. The requested service award is shown to be in range of reasonableness by reference  
7 to the amounts that other California courts have found to be reasonable in wage and hour class  
8 action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles  
9 County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguilar v. Cingular*  
10 *Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767  
11 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles  
12 County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail &*  
13 *Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,  
14 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.  
15 County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs);  
16 *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County  
17 Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*,  
18 Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000  
19 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County  
20 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health*  
21 *Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding  
22 \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los  
23 Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass*  
24 *Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding  
25 \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los  
26 Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with  
27 additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.  
28 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award);

1 *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court,  
2 (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*,  
3 Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service  
4 award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County  
5 Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West*  
6 *Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24,  
7 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-  
8 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award);  
9 *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13,  
10 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV  
11 08-00599 SGL (OpX)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally*  
12 *Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,  
13 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No.  
14 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v.*  
15 *R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16,  
16 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.  
17 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v.*  
18 *BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,  
19 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No.  
20 BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000  
21 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457  
22 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Company*,  
23 U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding  
24 \$10,000 service award).

25  
26 37. Settlement Administration - After seeking bids from qualified administrators,  
27 the estimate from ILYM Group was selected, as it provided for an estimate of \$12,990 to perform  
28 the settlement administration for a Class of up to 650, with any difference between the actual expenses

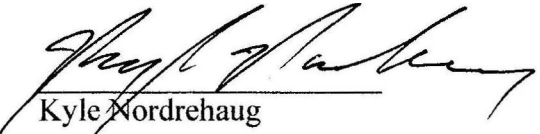
1 and the budget of \$15,000 to be retained in the Net Settlement Amount for distribution to the Class.  
2 A true and correct copy of the estimate from ILYM Group is attached hereto as Exhibit #5. I have  
3 used ILYM Group successfully as the administrator in more than twenty class settlements in the last  
4 few years and know them to be competent and experienced.

5  
6 Service on the LWDA:

7 38. At the same time as the filing and service of this declaration, I am also serving the  
8 LWDA with the entire motion for preliminary approval which includes the Class Action Settlement  
9 Agreement. This service is verified by the accompanying proof of service.

10  
11 I declare under penalty of perjury under the laws of the State of California that the foregoing  
12 is true and correct. Executed this 25th day of July, 2024, at La Jolla, California.

13  
14  
15 By:

  
Kyle Nordrehaug

**EXHIBIT #1**

## 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.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto: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](mailto:jlordan@ohaganmeyer.com)  
[vfisher@ohaganmeyer.com](mailto:vfisher@ohaganmeyer.com)  
[tbilodeaux@ohaganmeyer.com](mailto: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

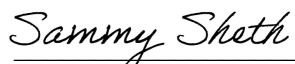
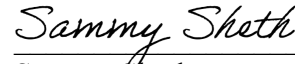
exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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.

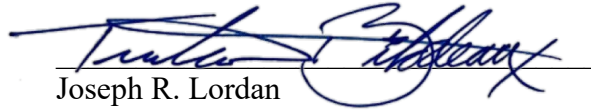
13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current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

#### 14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

|                             |                                                                                                                                                                                                                            |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dated: <u>Jul 13, 2024</u>  | <br><hr style="border: 1px solid blue;"/> <small>Bianca M. Hayes (Jul 13, 2024 17:15 PDT)</small><br><hr/> <p>Plaintiff Bianca Curry</p> |
| Dated: <u>Jul 18, 2024</u>  | <br><hr/> <p>Sammy Sheth<br/>For Defendant United Health Care Staffing, Inc.</p>                                                        |
| Dated: <u>July 18, 2024</u> | <br><hr/> <p>Sammy Sheth<br/>For Defendant On-Call Therapists, Inc.</p>                                                                 |
| Dated: <u>7/15/24</u>       | <br><hr/> <p>Kyle Nordrehaug<br/>Blumenthal Nordrehaug Bhowmik De Blouw LLP<br/>Attorney for Plaintiff</p>                             |

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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>        |                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>      | 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).<br><br>Additional information is set forth below.                                                     |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> | 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. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> Once excluded, you will be a Non-Participating Class Member and no longer eligible for an |

|                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>The Response Deadline is _____.</b></p>                                                                                                                                                | <p>Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice.</p> <p>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.</p>                                                                                                                                                                             |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline (_____)</b></p> | <p>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.</p> <p>See Section 8 of this Class Notice.</p>                                                                                                                                                                                 |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                                              | <p>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.</p> <p>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.</p> |
| <p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by the Response Deadline (_____)</b></p>                          | <p>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.</p>                                                                                                        |

# **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](mailto: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,  
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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 1<sup>st</sup> payment.

[6 months after 1<sup>st</sup> Payment] \_\_\_\_\_

Deadline for Defendant to make 2<sup>nd</sup> payment.

[14 days after 2<sup>nd</sup> 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**

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

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

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

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

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

28               **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

**Exhibit C-2**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable [REDACTED]  
Judge of the Superior Court

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**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 William G. Anderson of Lewis Brisbois Bisgaard & Smith 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<sup>5</sup> 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.4<sup>th</sup> 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

*To Defendants:*

Joseph R. Lordan  
Vincent R. Fisher  
William G. Anderson  
Lewis Brisbois Bisgaard & Smith LLP  
45 Fremont Street, Suite 3000  
San Francisco, CA 94105  
Tel.: (415) 362-2580  
Fax: (415) 434-0882  
E-Mail: [joseph.lordan@lewisbrisbois.com](mailto:joseph.lordan@lewisbrisbois.com)  
[vincent.fisher@lewisbrisbois.com](mailto:vincent.fisher@lewisbrisbois.com)  
[william.anderson@lewisbrisbois.com](mailto:william.anderson@lewisbrisbois.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: \_\_\_\_\_  
Plaintiff Bianca Curry

Dated: \_\_\_\_\_  
Sammy Sheth  
For Defendant United Health Care Staffing, Inc.

Dated: \_\_\_\_\_  
Sammy Sheth  
For Defendant On-Call Therapists, Inc.

Dated: \_\_\_\_\_  
Kyle Nordrehaug  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
Attorney for Plaintiff

Dated: \_\_\_\_\_  
Joseph R. Lordan

Vincent R. Fisher  
William G. Anderson  
Lewis Brisbois Bisgaard & Smith 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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>        |                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>      | 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).<br><br>Additional information is set forth below.                                                     |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> | 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. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> Once excluded, you will be a Non-Participating Class Member and no longer eligible for an |

|                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>The Response Deadline is _____.</b></p>                                                                                                                                                | <p>Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Class Notice.</p> <p>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.</p>                                                                                                                                                                                                                                                 |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline (_____)</b></p> | <p>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.</p> <p>See Section 8 of this Class Notice.</p>                                                                                                                                                                                                                                                     |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                                                                                              | <p>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 <u>302-611</u> before Judge <u>Curtis E.A. Karnow</u><del>Richard Ulmer</del>. This hearing may change as explained below in Section 9.</p> <p>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 <u>orally</u><del>verbally</del> object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.</p> |
| <p><b>You Can Challenge the Calculation of Your Workweeks / Pay Periods</b></p> <p><b>Witten Challenges Must be Submitted by the Response Deadline (_____)</b></p>                           | <p>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.</p>                                                                                                                                                                           |

## **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 them-relevant documents on the Administrator's website for this Settlement at << \_\_\_\_\_ >>Class Counsel's website at www.bamlawca.com under "Class Notices" for Curry v. United Health Care Staffing 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](mailto: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 ~~302-611~~ 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~~Richard Ulmer. 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:  
<< \_\_\_\_\_ >>Class Counsel's website at [www.bamlawca.com](http://www.bamlawca.com)  
under "Class Notices" for *Curry v. United Health Care Staffing*. 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 ~~the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents~~ and the operative complaint, which documents are posted on the Administrator's website for this Settlement at  
<< \_\_\_\_\_ >>by going to Class Counsel's website at  
[www.bamlawca.com](http://www.bamlawca.com) under "Class Notices" for *Curry v. United Health Care Staffing*. 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,  
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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; ~~(e)~~ 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  
28

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

Administrator shall establish a website for this Settlement on which the relevant documents to this Settlement will be posted, including the operative complaint, the Agreement, all motions and orders relating to settlement approval, and the Judgment. The motion for final approval shall be posted on this website at least 16 court dates before the final approval hearing. The website will be established not later than a week before the mailing of the Class Notice and will be maintained until ninety (90) days after the distribution of the settlement to the Class.

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

11. Any Class Member who has not opted-out may appear at the Final Approval Hearing and may object or express the Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline set forth in the Class Notice to submit their written objections to the Settlement Administrator in accordance with the instructions in the Class Notice. If the Class

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 302-611 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.

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

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

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

~~16~~17. The Court establishes the following deadlines:

[15 days after Preliminary Approval] \_\_\_\_\_ Deadline for Defendant to provide  
Class Data to the Administrator.

[7 days after Class Data is received] \_\_\_\_\_ Deadline for Administrator to  
establish website for Settlement.

[14 days after Class Data is received] \_\_\_\_\_ Deadline for Administrator to mail  
and email Class Notice Packet.

[60 days after Class Notice is mailed] \_\_\_\_\_ Response Deadline for written objections, requests for exclusion and

## 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 1<sup>st</sup>  
payment.

[6 months after 1<sup>st</sup> Payment] \_\_\_\_\_ Deadline for Defendant to make 2<sup>nd</sup>  
payment.

[14 days after 2<sup>nd</sup> 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           Dated: \_\_\_\_\_

8           \_\_\_\_\_  
9           The Honorable [REDACTED]  
10           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 is 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

**Exhibit C-2**

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

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

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

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

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

28 **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, California 92037

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**FIRM RESUME**

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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

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

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**Sergio Julian Puche**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

**Trevor Moran**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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

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

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

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquet, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; 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 #4**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

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

WRITERS EXT:  
1004

August 27, 2021  
CA2490

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

Labor and Workforce Development Agency  
Online Filing

United Health Care Staffing, Inc.  
Certified Mail #70203160000075433623  
Pinkal P. Sheth  
1172 Murphy Avenue, Suite # 227  
San Jose, CA 95131

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 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), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by United Health Care Staffing, Inc. in California and classified as non-exempt employees during the time period of August 27, 2020 until a date as determined by the Court. Our offices represent Plaintiff Bianca Curry (“Plaintiff”) and other Aggrieved Employees in a lawsuit against United Health Care Staffing, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Certified Nursing Assistant from April of 2021 to August of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and

hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 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), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:

[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

October 8, 2021

CA2490

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

Labor and Workforce Development Agency  
Online Filing

On-Call Therapists, Inc.  
Certified Mail #70211970000003066071  
Pinkal Sheth  
1172 Murphy Ave. Suite #227  
San Jose CA 95131

Amended Notice For LWDA, Case No. LWDA-CM-842704-21

Re: Notice Of Violations Of California Labor Code Sections §§ 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), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Bianca Curry (“Plaintiff”), and other Aggrieved Employees in a lawsuit against United Health Care Staffing, Inc. and/or On-Call Therapists, Inc. (“Defendant”).

Plaintiff originally sent a PAGA Notice on August 27, 2021 which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant United Health Care Staffing, Inc. as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff’s original PAGA Notice and to add an additional Defendant On-Call Therapists, Inc..

“Aggrieved Employees” refers to all individuals who are or previously were employed by United Health Care Staffing, Inc. and/or On-Call Therapists, Inc. in California and classified as non-exempt employees during the time period of August 27, 2020 until a date as determined by the Court. Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against United Health Care Staffing, Inc. and/or On-Call Therapists, Inc.. Plaintiff was employed by Defendant in California as a Certified Nursing Assistant

from April of 2021 to August of 2021 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as

alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

**EXHIBIT #5**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

## Case Name: United Health

Thursday, December 7, 2023

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

ILYM Contact:

Tony Rogers

E-Mail:

[Trogers@ilymgroup.com](mailto:Trogers@ilymgroup.com)

Contact Number:

949.690.2564

### ESTIMATE FOR ADMINISTRATION SOLUTIONS

#### ASSUMPTIONS

|                               |     |
|-------------------------------|-----|
| Total Number of Class Members | 650 |
| NCOA                          | Yes |
| Certified Spanish Translation | Yes |
| ILYM Group Static Website     | Yes |
| Case Duration (Year(s))       | 1   |

#### Activity

#### Rate Type

#### Unit Cost

#### Volume

#### Amount

#### CASE STARTUP

|                                                |        |          |   |          |
|------------------------------------------------|--------|----------|---|----------|
| Initial Setup - Import and Formatting of Data* | Hourly | \$150.00 | 2 | \$300.00 |
| Programming of Class Database                  | Hourly | \$175.00 | 3 | \$525.00 |

*\*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

**Subtotal \$825.00**

#### PROJECT MANAGEMENT & NOTICING

|                                                                                     |           |            |   |            |
|-------------------------------------------------------------------------------------|-----------|------------|---|------------|
| Project Manager (Case notification and maintenance)                                 | Hourly    | \$120.00   | 6 | \$720.00   |
| Staff Hours for Processing Returned Mail                                            | Hourly    | \$70.00    | 1 | \$70.00    |
| Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax | Hourly    | \$70.00    | 3 | \$210.00   |
| Report Processing                                                                   | Hourly    | \$70.00    | 4 | \$280.00   |
| NCOA                                                                                | Flat Rate | \$75.00    | 1 | \$75.00    |
| Toll Free Customer Service Representative                                           | Flat Fee  | \$125.00   | 1 | \$125.00   |
| Certified Spanish Translation                                                       | Flat Fee  | \$1,250.00 | 1 | \$1,250.00 |
| ILYM Group Static Website                                                           | Flat Fee  | \$750.00   | 1 | \$750.00   |
| Weekly Reports                                                                      | Flat Rate | \$750.00   | 1 | Waived     |

**Subtotal \$3,480.00**

# ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

| Activity | Rate Type | Unit Cost | Volume | Amount |
|----------|-----------|-----------|--------|--------|
|----------|-----------|-----------|--------|--------|

| NOTIFICATION/MAILING                         |           |          |     |          |
|----------------------------------------------|-----------|----------|-----|----------|
| Emailing of Notice                           | Flat Fee  | \$210.00 | 1   | \$210.00 |
| Fulfillment of Notice, English & Spanish     | Per Piece | \$1.50   | 650 | \$975.00 |
| USPS First Class Postage                     | Per Piece | \$0.60   | 650 | \$390.00 |
| Re-Mails (Forward/Skip trace Undeliverables) | Per Piece | \$2.00   | 130 | \$260.00 |
| Storage, Photocopies, Deliveries             | Flat Fee  | \$242.50 | 1   | \$242.50 |

**Subtotal \$2,077.50**

| DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)    |           |            |     |            |
|--------------------------------------------------------|-----------|------------|-----|------------|
| Distribution Setup & Management                        | Hourly    | \$150.00   | 5   | \$750.00   |
| Account Reconciliation & Distribution Reporting        | Hourly    | \$125.00   | 5   | \$625.00   |
| Check, Stub & Release - Print & Mail (W-2 and/or 1099) | Per Check | \$1.50     | 650 | \$975.00   |
| USPS First Class Postage                               | Per Piece | \$0.60     | 650 | \$390.00   |
| Re-Mails (Forward/Skip trace Undeliverables up to 10%) | Per Piece | \$2.00     | 65  | \$130.00   |
| Reminder Postcard, Includes Postage                    | Per Piece | \$1.00     | 228 | \$227.50   |
| Reminder Notice via Email and Social Media             | Flat Fee  | \$150.00   | 1   | \$150.00   |
| Preparation of Taxes                                   | Hourly    | \$120.00   | 12  | \$1,440.00 |
| Annual Filing of Tax Return                            | Per Year  | \$1,500.00 | 1   | \$1,500.00 |

*\*Additional Bank fees may apply*

**Subtotal \$6,187.50**

| CASE CONCLUSION                 |        |          |   |          |
|---------------------------------|--------|----------|---|----------|
| Data Manager Final Reporting    | Hourly | \$100.00 | 4 | \$400.00 |
| Project Manager Final Reporting | Hourly | \$120.00 | 4 | \$480.00 |
| Declaration                     | Hourly | \$125.00 | 4 | \$500.00 |

**Subtotal \$1,380.00**

**Not to Exceed: \$13,950.00**

# Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

**Services:** Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

**Mailing and Data Conversion:** ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

**Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

**Indemnification:** Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

**Payment of Charges:** ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

**Confidentiality:** ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

**Data Rights:** ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

**Document Retention:** Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

**Limitation of damages:** ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

**Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

**Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

**Force Majeure:** To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

**Waiver of Rights:** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

**Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

**Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.