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

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

15
16 DAMON COFFEY and BRANDIE
LUKOFNAK, individually, and on behalf
17 of other members of the public similarly
situated,

18 Plaintiffs,

19 vs.

20 SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP,
21 INC., a California Corporation; and DOES
1 through 10, inclusive,

22 Defendants.

Case No. 37-2020-00029409-CU-OE-CTL

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

Hearing Date: May 24, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated February 5,
2024]

Judge: Hon. Blaine K. Bowman

Dept.: C-74

Action Filed: August 21, 2020

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Stipulation and Settlement of Class, Collective and
28 Representative Action (the "Agreement") of the parties is attached hereto as Exhibit #2. Plaintiffs and

1 Defendant Southern California Permanente Medical Group ("Defendant") reached a full and final
2 settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with
3 the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant
4 is Nine Million Nine Hundred and Seventy Thousand Dollars (\$9,970,000.00). (Agreement at ¶ 1.26.)
5 Under the Settlement, the Gross Settlement Amount consists of the following elements: Individual Class
6 Payments, Individual FLSA Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
7 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
8 Payments, and the Administration Expenses Payment.(Agreement at ¶ 1.26.) The Gross Settlement
9 Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.)

10 (b) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at
11 ¶ 3.1.).

12 (c) Within fifteen (15) calendar days of the Effective Date, Defendant shall deposit the Gross
13 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class
14 Payments to Participating Class Members along with the other Court-approved distributions shall be
15 made by the Administrator within ten (10) business days after Defendant fully funds the Gross Settlement
16 Amount. (Agreement at ¶ 4.4.)

17 (d) An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the
18 total number of Class Period Workweeks worked by all Participating Class Members during the Class
19 Period and (b) multiplying the result by each Participating Class Member's Class Period Workweeks.
20 (Agreement at ¶¶ 3.2.4.) Each Participating Subclass Member will be paid a separate per-person payment
21 in the amount of \$15 a person. (Agreement at ¶ 3.2.5.) FLSA Subclass Allocation in the amount of
22 \$100,000.00, to be paid from the Gross Settlement Amount. Each Individual FLSA Subclass Payment
23 shall be calculated by (a) dividing the FLSA Subclass Allocation by the total number of FLSA Subclass
24 Period Workweeks worked by all FLSA Subclass Members during the FLSA Subclass Period and (b)
25 multiplying the result by each FLSA Subclass Member's FLSA Subclass Period Workweeks. Workweeks
26 will be based on Defendant's records; however, Class Members will have the right to challenge their
27 Workweeks. (Agreement at ¶ 3.2.8.)

28 (e) Class Members may choose to opt-out of the Settlement by following the directions in the

1 Class Notice. (Agreement at ¶ 7.5, Ex. A.) All Class Members who do not "opt out" will be deemed
2 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
3 Individual Class Payment. (Agreement at ¶ 7.5.3.) All Aggrieved Employees, including those who
4 submit an opt-out request, will still be paid their allocation of the PAGA Allocation and will remain
5 subject to the release of the Released PAGA Claims regardless of their request for exclusion.
6 (Agreement at ¶ 7.5.4.) Finally, the Class Notice will advise the Class Members of their right to object
7 to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 7.6 and 7.7, Ex. A.)

8 (f) A Participating Class Member must cash his or her Individual Class Payment check within
9 180 days after it is mailed. (Agreement at ¶ 4.4.1.) Any settlement checks not cashed within 180 days
10 will be voided and any funds represented by such checks to the California Controller's Unclaimed
11 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
12 requirements of California Code of Civil Procedure Section 384 (b). (Agreement at ¶ 4.4.3.)

13 (g) Rust Consulting was appointed by the Court as the Administrator for the Settlement.
14 (Agreement at ¶ 7.1.) The Administrator will be paid for settlement administration in an amount not to
15 exceed \$159,000. (Feb. 29, 2024 Order Granting Stipulation Regarding Administration Expenses.) As
16 set forth in the Declaration of Sara Schwermer-Sween ("Sween Decl") at ¶ 21, the administration fees
17 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
18 administration, are \$159,000.

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
20 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
21 (Agreement at ¶ 3.2.2.) Class Counsel will also be allowed to apply separately for an award of Class
22 Counsel Litigation Expenses Payment in an amount not to exceed \$65,000. (Agreement at ¶ 3.2.2.)
23 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each to the
24 Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2.1.) In support of this
25 request for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
26 evidentiary support, for these requests, including lodestar.

27 (i) Subject to Court approval, Three Hundred Thousand Dollars (\$300,000) will be paid from the
28 Gross Settlement Amount for the PAGA Allocation under the California Private Attorneys General Act,

1 Cal. Labor Code Section 2698, et seq. ("PAGA"). Pursuant to the express requirements of Labor Code
2 § 2699(i), the PAGA Allocation shall be allocated as follows: 75% (\$225,000) shall be allocated to the
3 Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$75,000)
4 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
5 number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2.6.) As set forth in the accompanying
6 proof of service, the LWDA has been served with this motion and the Agreement.

7 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
8 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
9 settlement "appears to be proper, to fall within the range of reasonableness..., [and] to treat all Class
10 Members fairly". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at \$9,970,000 is
11 an excellent result for the Class. This result is particularly favorable in light of the fact that liability and
12 class certification in this case were far from certain in light of the defenses asserted by Defendant. Given
13 the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the
14 uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and
15 should be finally approved.

16
17 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
18 dated February 5, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
19 disseminated to the Class. . On March 12, 2024, the Administrator mailed the Court-approved Class
20 Notice to the 57,072 Class Members, which provided each class member with the terms of the
21 Settlement, including notice of the claims at issue and the financial terms of the settlement, including the
22 attorneys' fees, costs, and service award that were being sought, how individual settlement awards would
23 be calculated, and the specific, estimated payment amount to that individual. See Declaration of Sara
24 Schwermer-Sween ("Sween Decl") ¶¶ 9-12, Exh. A. In disseminating the notice, the Administrator
25 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
26 there are no objections and sixty (60) requests for exclusion (which represents only 0.1% of the Class).
27 Sween Decl. ¶¶16, 17.

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

8
9 6. Procedural History of the Litigation

10 (a) On August 21, 2021, Plaintiff Coffey filed the Complaint in this matter. The original
11 Complaint alleged representative California Private Attorney General Act ("PAGA") claims, under the
12 California Labor code involving, inter alia, (1) Meal and Rest Period violations; (2) Minimum wage
13 violations; (3) Overtime violations; (4) Wage statement violations; (5) Failure to reimburse business
14 expenses; and (6) Failure to pay wages upon separation. On August 27, 2021, Plaintiff Coffey filed a
15 First Amended Complaint, to clarify certain issues related to Defendant's entity status. On April 22,
16 2021, Plaintiff Coffey filed a Second Amended Complaint, which added class action claims based on
17 same underlying Labor Code violations in the original Complaint.

18 (b) On October 28, 2021, Plaintiff Lukofnak filed a Class Action Complaint against Defendant
19 in the Superior Court of the State of California, County of San Diego. This Class Action Complaint
20 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code
21 §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197
22 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198;
23 (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512; (5)
24 failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to
25 provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to
26 reimburse employees for required expenses in violation of California Labor Code § 2802; and (8) failure
27 to provide wages when due in violation of California Labor Code §§ 201, 202 and 203. On December
28 27, 2021, Plaintiff Lukofnak filed a PAGA representative action against Defendant in Los Angeles

1 Superior Court.

2 (c) As part of settlement, the parties have agreed to allow to Plaintiff filed a Third Amended
3 Complaint, which has “merged” the *Lukofnak* matters into the *Coffey* matter. The Third Amended
4 Complaint is the operative pleading for purposes of this proposed settlement (“Operative Complaint”).
5 The Third Amended Complaint was filed by stipulation.

6 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
7 production of documents, class data, and other information, allowing for the full and complete analysis
8 of liabilities and defenses to the claims in the Action. On January 11, 2020, Plaintiff propounded
9 discovery requests on Defendant, including requests for admission, special interrogatories, requests for
10 production of documents, and general and employment form interrogatories. Through these requests,
11 Plaintiff sought, among other information and documents, the identities of putative class members,
12 Defendant’s compensation policies, meal and rest period policies, employee handbooks, wage statements,
13 payroll records, time records, job descriptions, and reimbursement policies. Defendant provided
14 discovery responses, documents, and objections to Plaintiff’s requests. After a lengthy meet and confer
15 process, Defendant produced, inter alia, Plaintiff Coffey’s time and wage records, copies of the relevant
16 CBA, copies of all other relevant employee policies, and the contents of Plaintiff’s employee file. After
17 the dissemination of Beldare-West Notice, Defendant produced a large sampling of non-exempt employee
18 Time Records and Wage Statements. Defendant also propounded several sets of written discovery on
19 Plaintiff. In total it appears there were at least 12 sets of written discovery exchanged between the parties.
20 Additionally, Plaintiff Coffey appeared for two full days of deposition. SCPMG also produced its
21 “Persons Most Knowledgeable” for a full day of deposition. On January 27, 2023, the Parties attended
22 a full day mediation before the experienced “Wage and Hour” mediator, David Rotman. Prior to the
23 mediation, counsel for both parties agreed to the informal exchange of information pertinent to a
24 class-wide settlement. Both parties prepared and exchanged detailed mediation briefs. At the conclusion
25 of mediation, the parties were unable to reach an agreement to settle this matter. Subsequent to the
26 January 27, 2023 Mediation, the Parties continued to litigate the case. To wit, the Parties fully briefed
27 the Motion for Class Certification. Plaintiffs performed extensive formal and informal discovery, which
28 included the production and analysis documents. As such, Class Counsel received the data and

1 information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
2 claims for the Class.

3 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
4 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the
5 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
6 engaged in substantial research and investigation in connection with the Action. Class Counsel has
7 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
8 to perform an analysis of the data and valuation of the claims.

9 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
10 to mediation, the Parties engaged in the above investigation and the exchange of documents and
11 information in connection with the Action. On January 27, 2023, the Parties participated in an all-day
12 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class
13 actions. At the conclusion of the mediation, the parties were unable to reach an agreement to settle this
14 matter. However, the Parties also continued settlement discussions between counsel, and through the
15 Mediator. Through these discussions, the Parties agreed on key terms of a settlement that would globally
16 resolve all class and representative "Wage and Hour" claims asserted in the operative Complaint in this
17 Following the mediation, each side, represented by its respective counsel, were able to agree to settle the
18 Action based upon a mediator's proposal which was memorialized in a memorandum of understanding.
19 The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times,
20 the negotiations were arm's length and contentious.

21 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
22 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
23 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
24 among other things, that it has properly compensated the Class Members on a salary basis and complied
25 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
26 Further, Defendant contends that class certification is inappropriate for any reason other than for
27 settlement. Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further
28 contend that the Action is appropriate for class certification on the basis that the claims meet the

1 requisites for class certification. Without admitting that class certification is proper, Defendant has
2 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 11.1.) The
3 Parties agree that certification for settlement purposes is not an admission that class certification is
4 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
5 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
6 stipulate and agree that the requisites for establishing class certification with respect to the Class are
7 satisfied.

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

18 19 7. History of Settlement Discussions

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

28 (b) The Parties attended an arms-length mediation session with David Rotman, a respected and

1 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
2 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
3 Class, including time punch data, payroll data and information concerning the composition of the Class.
4 Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and
5 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the
6 Parties agreed to this Settlement.

7 (c) In January of 2024, the Agreement and exhibits thereto were finalized and executed, and then
8 presented by motion to this Court for preliminary approval. On February 5, 2024, the Court issued its
9 Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

12
13 8. The outcome of this case would have been uncertain and fraught with risks.

14 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
15 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all
16 applicable Labor laws. Defendant argued that all work time was properly recorded and paid for and that
17 there was no unpaid wages. Defendant argued that the shift tolerance feature of its timekeeping system
18 is a non-worked grace period, and not rounding, and that even if it was rounding, rounding of hours
19 worked has been recognized under California law. Defendant denied that any unpaid work occurred and
20 that Defendant had a strict written prohibition against off-the-clock work and a mandate that all time
21 worked must be recorded accurately. Defendant contends that its meal and rest period policies fully
22 complied with California law and Defendant did not fail to provide the opportunity for legally required
23 meal and rest breaks. As to expense reimbursement, Defendant contended that it did not fail to provide
24 reimbursement for necessary business expenses and that claimed that Defendant had a comprehensive
25 written policy for expense reimbursements. Defendant could also argue that the decisions in *Brinker v.*
26 *Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108
27 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims,
28 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues

1 that based on its facially lawful practices, it acted in good faith and without willfulness, which if accepted
2 would negate the claims for waiting time penalties and/or inaccurate wage statements. If successful,
3 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
4 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
5 therefore present a serious risk to recovery by the Class.

6 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
7 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
8 Defendant argued that the individual experience of each putative class member varied with respect to the
9 claims. Defendant could also contest class certification by arguing injury and good faith were
10 case-by-case determinations that precluded class certification. Plaintiffs are aware of other cases where
11 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
12 (2019) (denying certification of rest break claims). Finally, even if class certification was successful, as
13 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
14 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
15 been certified. While other cases have approved class certification in wage and hour claims, class
16 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

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

1 and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon
2 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
3 Agreement is in the best interest of the Class.

4 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
5 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug and Declaration of Kuhn in support
6 of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement
7 Amount compares favorably to the value of the claims. The calculations to compensate for the amount
8 due to the Class Members at the time this Settlement was negotiated were calculated by Plaintiffs' expert,
9 Berger Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members
10 and determined the potential maximum damages for the class claims. For the Class, the value of the
11 claim for unpaid wages based on the alleged losses due to (1) the "grace" period policy, and (2) alleged
12 "transitional math errors" caused by the payroll system, the value of the claim for unpaid wages due
13 taking into account Defendant's defenses is approximately \$11,176,900. The value of the meal and rest
14 period claims is valued at approximately \$13,971,125.00 and the maximum potential damages for failure
15 to provide expense reimbursement were calculated to be \$438,400. In total, the damages for the Class
16 were calculated to have a maximum potential total value of \$25,586,425. In addition, Plaintiff calculated
17 that the value of the potential PAGA and waiting time penalties were \$35,824,113.30, and the value of
18 the potential wage statement penalties were \$6,300,000.¹ Defendant vigorously disputed Plaintiffs'
19 calculations and exposure theories. Consequently, the Gross Settlement Amount represents 39% of the
20 potential maximum damages at issue for the Class in this case, assuming these amounts could all be
21 proven in full at trial. The above maximum calculations should then be adjusted in consideration for both
22 the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
23 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
24

25 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
26 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
27 asserted by Defendant, including, a good faith dispute defense as to whether any wages were owed
28 given Defendant's position that Plaintiffs 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.").

1 certainly fair and reasonable.² Clearly, the goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. Currently, the maximum and average class member
5 allocations are \$168.83 and \$85.89, respectively. Sween Decl. at ¶19. Given the complexities of this
6 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
7 reasonable and adequate, and should be finally approved.

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

13
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for
18 a common fund settlement to be paid by Defendant to the Class in the amount of Nine Million Nine
19 Hundred and Seventy Thousand Dollars (\$9,970,000.00) (the "Gross Settlement Amount"). (Agreement
20 at ¶¶ 1.26.) As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third
21 (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2.2.) By
22 this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an

23
24 ² See *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"; *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.
Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value);
Ma v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class
action settlement worth "somewhere between 9% and 18%" of full verdict value).

1 amount equal to one-third of the Gross Settlement Amount.

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

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

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

15 (a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to
16 one-third of the Gross Settlement Amount of \$9,970,000, which equals \$3,323,333.33 for attorneys’
17 fees. As part of the Agreement, Defendant also agreed that Class Counsel may seek a “Class Counsel
18 Litigation Expenses Payment of not more than \$65,000.” (Agreement at ¶ 3.2.2.) Finally, Defendant also
19 agreed that Plaintiffs can be awarded a Class Representative Service Payment in the amount of \$10,000
20 each, as their service award under the Agreement.

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

26 (c) There is a substantial difference between the risk assumed by attorneys being paid by
27 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
28 to the bank with his fee. The attorney working on a contingent basis can only log hours while working

1 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
2 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
3 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
4 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
5 financial burden of private enforcement makes the requested award appropriate. This case was litigated
6 on a contingent basis for over one years, with all of the risk factors inherent in such an uncertain
7 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
8 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
9 applied to the fee award.

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

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

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

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

5 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
6 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
7 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
8 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
9 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
10 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
11 Counsel advanced more than \$58,000 in costs which could not have been recovered if this case had been
12 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
13 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
14 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
15 Plaintiffs also support the requested awards.

16 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
17 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
18 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to
19 \$3,323,333.33 is also established by reference to Class Counsel's lodestar in this matter. The
20 contemporaneous billing records for Class Counsel evidence that through May 2, 2024, Class Counsel's
21 total lodestar is \$1,418,483.26, with additional fees still to be incurred to complete final approval and the
22 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
23 lodestar with a reasonable multiplier of 2.3, and there will be additional lodestar incurred by Class
24 Counsel to complete the settlement process and manage the settlement distribution. Such a multiplier is
25 within the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*,
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27
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1 290 F.3d 1043, 1051 (9th Cir. 2002).³ As a result, this Court may conclude that the requested award is
2 fair and reasonable and is justified under California law.

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

10 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
11 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
12 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
13 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
14 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
15 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
16 award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
17 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award
18 in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los
19 Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award
20 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
21 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award

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

1 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
2 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
3 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
4 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
5 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
6 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
7 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
8 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
9 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
10 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
11 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
12 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
13 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
14 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
15 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
16 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
17 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
18 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
19 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
20 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
21 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
22 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
23 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
24 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
25 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
26 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
27 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
28 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior

1 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
2 class settlement.

3 12. The contemporaneous billing records for Class Counsel evidence that through May 2,
4 2024, Class Counsel's total combined lodestar is \$1,418,483.26, with additional fees still to be incurred
5 to complete final approval and the settlement process. The requested fee award is therefore currently
6 equivalent to Class Counsel's total lodestar with a reasonable multiplier of 2.3, and there will be
7 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
8 settlement distribution. From July 15, 2021 to May 2, 2024, my firm worked on this matter for over 451
9 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar
10 for my firm in the amount of \$355,003.26. A detailed breakdown of the total fees and the services
11 performed by the firm on this case is attached hereto as Exhibits #3 and 4⁴. In addition, Class Counsel
12 will be performing significant additional work that is not included in this lodestar amount, including
13 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
14 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
15 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
16 community for similar work and, if this were a commercial matter, these are the charges that would be
17 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
18 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
19 Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's
20 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
21 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
22 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
23 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
24 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
25 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*

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28 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
June 2022, and Exhibit #4 contains the billing from June 2022 to May 2, 2024

1 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
2 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
3 when compared within 21 other firms practicing in the Southern District of California.) This survey is
4 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
5 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
6 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
7 who is opposing counsel in many cases prosecuted by Class Counsel, historically in the past charged rates
8 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel
9 in these types of cases, in past years charged between \$900 and \$750 for partners and \$755 and \$335 for
10 associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples,
11 and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund
12 is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by
13 the completion of the settlement. This is comparable to the multiplier approved in other cases. The
14 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

15
16 Litigation Expenses

17 13. The Agreement provides at paragraph 3.2.2, that Class Counsel may seek a "Class Counsel
18 Litigation Expenses Payment of not more than \$65,000." Class Counsel requests reimbursement for
19 incurred litigation expenses and costs in the amount of \$58,065.06 based upon counsel's billing records
20 which evidence total combined expenses of \$58,065.06. The requested expense reimbursement is equal
21 to the actual expenses incurred, with the difference to be retained in the Net Settlement Amount to be
22 distributed to the Class. BNBD incurred litigation expenses in the amount of \$24,209.17. These
23 litigation expenses include the expenses incurred for filing fees, mediation expenses, expert fees (Berger
24 Consulting Group), attorney service charges (Knox, One Legal), docket downloading fees, Lexis research
25 charges, all of which are costs normally billed to and paid by the client. The details of the litigation
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1 expenses incurred by my firm are set forth in Exhibits #3 and 4 hereto⁵. These costs were reasonably
2 incurred in the prosecution of the Action.

3
4 Service Awards

5 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
6 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended
7 on behalf of the Class. (Agreement at ¶ 3.2.1.) Defendant has agreed to this payment and there have
8 been no objections to the requested service awards. The Declarations of the Plaintiffs in support of this
9 request are submitted herewith. As the representatives of the Class, Plaintiffs performed their duty to the
10 Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the
11 course of the litigation, responding to numerous requests, searching for documents, working with
12 counsel, and reviewing the settlement documentation. The Declaration of Plaintiffs detail the
13 involvement, stress and risks they undertook as a result of this Action. Plaintiffs also assumed the serious
14 risk that she might possibly be liable for costs and fees to Defendants, as well as the reputational risk of
15 being “blacklisted” by other future employers for having filed a class action on behalf of fellow former
16 employees. Without the Plaintiffs’ participation, cooperation and information, no other employees would
17 be receiving any benefit. The payment of service awards to successful class representatives is
18 appropriate and the amount of \$10,000 is well within the currently awarded range for similar settlements.
19 The requested award is also reasonable by reference to the amounts that other California courts have
20 found to be reasonable in wage and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S.
21 Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of
22 \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving
23 \$10,000 service award where class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*,
24 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356,
25 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu
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28 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
June 2022, and Exhibit #4 contains the billing from June 2022 to April 30, 2024.

1 of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
2 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
3 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
4 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
5 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
6 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
7 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
8 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
9 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
10 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
11 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
12 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
13 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
14 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
15 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
16 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
17 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
18 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
19 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
20 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
21 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
22 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
23 Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v.*
24 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
25 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
26 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
27 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
28 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-

273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service awards are also reasonable in light of the reputational risk that Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" her for employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other

1 means, to screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has
2 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
3 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
4 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
5 extremely competitive and highly litigious, conducting pre employment background checks has become
6 a necessity."⁸

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$58,065.06, and approval of the requested service awards to the Plaintiffs.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 In accordance with paragraph 3.2.2 of the Agreement, the Class Counsel Fees Payment will be made as
12 follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Sullivan Law Group,
13 APC.

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 2nd day of May, 2024 , at San Diego, California.

17
18 /s/ Norman Blumenthal
19 NORMAN B. BLUMENTHAL
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25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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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)

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Admitted: 2020, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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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 9th Circuit; Howard v. Southern California Permanente

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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. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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11 Attorneys for Plaintiff DAMON COFFEY,
12 individually, and on behalf of other members of the
13 public similarly situated

14 [Additional counsel on next page]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF SAN DIEGO**

17 DAMON COFFEY and BRANDIE
18 LUKOFNAK, individually, and on behalf
19 of other members of the public similarly
20 situated,

21 Plaintiffs,

22 v.

23 SOUTHERN CALIFORNIA
24 PERMANENTE MEDICAL GROUP, and
25 DOES 1-10, inclusive,

26 Defendants.

CASE NO. 37-2020-029409-CU-OE-CTL

**STIPULATION AND SETTLEMENT OF
CLASS, COLLECTIVE AND
REPRESENTATIVE ACTION**

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23 SOUTHERN CALIFORNIA PERMANENTE

24 MEDICAL GROUP

1 Subject to final approval by the Court, which counsel and the Parties agree to diligently
2 pursue and recommend in good faith, Plaintiffs DAMON COFFEY and BRANDIE LUKOFNAK
3 (“Plaintiffs”), individually and on behalf of all other similarly-situated persons and aggrieved
4 employees, on one hand, and Defendant Southern California Permanente Medical Group
5 (“SCPMG”), on the other hand, hereby agree to the following binding settlement of the class,
6 collective and representative actions designated *Coffey v. Southern California Permanente Medical*
7 *Group* (San Diego County Superior Court Case No. 37-2020-029409-CU-OE-CT and *Lukofnak v.*
8 *Southern California Permanente Medical Group* (San Diego County Superior Court Case No. 37-
9 2021-00046006-CU-OE-CTL and Los Angeles County Superior Court Case No. 21AHCV0016
10 (collectively, the “Action”), pursuant to the terms and conditions set forth below (the “Settlement,”
11 “Settlement Agreement,” or “Agreement”). The Agreement refers to Plaintiffs and SCPMG
12 collectively as “Parties,” or individually as “Party.”

13 **1. DEFINITIONS.**

14 1.1 “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations and
15 claims pursuant to the Private Attorneys’ General Act, California Labor Code Section 2698 *et seq.*
16 (“PAGA”), on a class and collective action basis against SCPMG captioned (1) *Coffey v. Southern*
17 *California Permanente Medical Group* (San Diego County Superior Court Case No. 37-2020-
18 029409-CU-OE-CTL, initiated on August 21, 2020 and pending in Superior Court of the State of
19 California, County of San Diego, and (2) *Lukofnak v. Southern California Permanente Medical*
20 *Group* (San Diego County Superior Court Case No. 37-2021-00046006-CU-OE-CTL and Los
21 Angeles County Superior Court Case No. 21AHCV00161.

22 1.2 “Administrator” means Rust Consulting, the neutral entity the Parties have agreed
23 to appoint to administer the Settlement. The Parties mutually selected Rust Consulting after
24 soliciting bids from two class action settlement administrators. The Parties each represent that they
25 do not have any financial interest in the Administrator or otherwise have a relationship with the
26 Administrator that could create a conflict of interest.

27 1.3 “Administration Expenses Payment” means the amount the Administrator will be
28 paid from the Gross Settlement Amount for administering this Settlement, including, but not limited

1 to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts
2 per Class Member, tax reporting, distributing the Class Settlement Amount, and providing
3 necessary reports and declarations, and other duties and responsibilities set forth herein to process
4 this Settlement Agreement, and as requested by the Parties. The Administration Expenses Payment
5 will be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of
6 the amount represented by the Settlement Administrator as being the maximum costs necessary to
7 administer the Settlement. The Administration Expenses Payment is currently estimated to be
8 approximately \$123,000.00. To the extent actual Administration Expenses Payment are greater
9 than \$123,000.00, such excess amount will be deducted from the Class Settlement Amount, subject
10 to the Court's approval. The Administration Expenses Payment will be paid no sooner than fifteen
11 (15) calendar days following the Effective Date.

12 1.4 "Aggrieved Employees" and "PAGA Group Members" means all non-exempt
13 persons who were employed by Defendant in the State of California at any time from July 8, 2020,
14 through the earlier of preliminary approval or February 13, 2024. A "subclass" of aggrieved
15 employees is defined as all persons who were employed by Defendant in the state of California at
16 any time from June 23, 2019, through July 7, 2020 ("PAGA Subclass Members" and "PAGA Sub-
17 Class Period"). The PAGA Subclass Members are only releasing claims based on the facts that are
18 or could have been alleged in the Operative Complaint that occurred during the PAGA Sub-Class
19 Period reasonably related to paid sick leave under the Healthy Workplaces, Healthy Families Act
20 and claims for reimbursement for business expenses.

21 1.5 "Class Members" means all non-exempt persons who were employed by Defendant
22 in the State of California at any time during the Class Period (defined as July 8, 2020 through the
23 earlier of preliminary approval or February 13, 2024). There will be a settlement sub-class that
24 consists of the following: All non-exempt persons who were employed by Defendant in the State
25 of California at any time during the Sub-Class Period (defined as August 21, 2016, through July 7,
26 2020) (The "Sub-Class Members."). The Sub-Class Members will only be releasing claims based
27 on the facts that are or could have been alleged in the Operative Complaint that occurred during the
28 Subclass Period reasonably related to paid sick leave under the Healthy Workplaces, Healthy

1 Families Act, and claims for reimbursement for business expenses. The release for the Sub-Class
2 Members is limited as this subclass includes people who were class members in a prior class action
3 settlement, *Leyva v SCPMG*.

4 1.6 “Class Counsel” means (1) William Sullivan, Eric Yaeckel, and Ryan Kuhn of
5 Sullivan Law Group, APC, and (2) Norman Blumenthal, Kyle Nordrehaug, and Aparajit Bhowmik
6 of Blumenthal Nordrehaug Bhowmik De Blouw, LLP.

7 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
8 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
9 expenses, respectively, incurred to prosecute the Action. The attorneys’ fees and costs awarded are
10 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for
11 attorneys’ fees and reimbursement of costs and expenses as set forth above. Such Attorneys’ Fees
12 and Costs shall be paid from the Class Settlement Amount. Defendant shall have no liability for
13 any other attorneys’ fees or costs. To the extent that the Court approves less than the amount of
14 Attorneys’ Fees and Costs that Class Counsel request, the difference between the requested and
15 awarded amounts will be distributed to Class Members on a proportional basis. Class Counsel shall
16 not be entitled to attorneys’ fees or costs for work performed in the Action other than as provided
17 in this Settlement Agreement. The instant Settlement Agreement is the exclusive means for
18 recovery of attorneys’ fees and costs incurred in the Action by any attorney, law firm and/or other
19 legal services provider.

20 1.8 “Class Data” means Class Member identifying information in SCPMG’s possession
21 including the Class Member’s name, last-known mailing address, Social Security number, the
22 number of Class Period Workweeks and, if a Class Member is an Aggrieved Employee, PAGA Pay
23 Periods. SCPMG will provide the Class List directly to the Settlement Administrator.

24 1.10 “Class Member Address Search” means the Administrator’s investigation and
25 search for current Class Member mailing addresses using all reasonably available sources, methods
26 and means including, but not limited to, the National Change of Address database, skip traces, and
27 direct contact by the Administrator with Class Members.

28 1.11 “Class Notice” means the Court Approved Notice of Class Action Settlement and

1 Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form,
2 without material variation, attached as Exhibit A and incorporated by reference into this
3 Agreement.

4 1.12 “Class Period” means the period from July 8, 2020 to the date of preliminary
5 approval of the settlement. The “Sub-Class Period” means the period from August 21, 2016 through
6 July 7, 2020.

7 1.13 “Class Period Workweek” means any workweek during which a Class Member
8 performed any work for SCPMG, during the Class Period.

9 1.14 “Class Representative” means the named Plaintiffs in the operative complaint in the
10 Action seeking Court approval to serve as a Class Representatives.

11 1.15 “Class Representative Service Payment” means the payment to the Class
12 Representatives for initiating the Action and providing services in support of the Action. To the
13 extent that the Court approves less than the amount of Class Representative Service Payments
14 provided herein, the difference between the requested and awarded amounts will be distributed to
15 Class Members on a proportional basis. Plaintiff Coffey agrees to a full general release through the
16 date of final approval of all claims against Defendant and any related entities or persons, including
17 a California Civil Code Section 1542 release, in exchange for the Incentive Award, except this will
18 not affect the individual settlement amount Plaintiff Coffey will receive as part of this settlement
19 nor will the general release be applicable to or related to Workers’ Compensation claims.
20 Defendant will not oppose Plaintiffs’ requests for attorneys’ fees and an Incentive Award as
21 outlined above. The amount of any reduction by the Court of these requests will be added to the
22 Net Settlement Amount.

23 1.16 “Court” means the Superior Court of California, County of San Diego.

24 1.17 “SCPMG” means Defendant Southern California Permanente Medical Group.

25 1.18 “Defense Counsel” means Christian J. Rowley, Kerry M. Friedrichs, Sean T.
26 Strauss, and Parnian Vafaenia of Seyfarth Shaw, LLP.

27 1.19 “Effective Date” means the date by when both of the following have occurred: (a)
28 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

1 Judgment is final. Final means when all of the following events have occurred: (1) The Settlement
2 Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel; (2) The
3 Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement
4 Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the
5 Parties' intention that the Settlement shall be final for purposes of the Effective Date at the time of
6 Final Approval, if no objections to the settlement are filed. Only in the event that written objections
7 are filed prior to the Final Settlement Approval Hearing, which are not later withdrawn prior to
8 final approval, the Effective Date shall be the later of: (a) the date of final affirmance on an appeal
9 of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is
10 granted, the date of final affirmance of the Judgment following review; or (b) the date of final
11 dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the
12 Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment
13 either (i) the date sixty (60) calendar days after the entry of Final Judgment and Order Approving
14 Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have
15 been filed, or (ii) in the event a motion for reconsideration, an appeal or other effort to obtain review
16 of the Final Judgment and Order Approving Settlement, the date sixty (60) calendar days after such
17 reconsideration, appeal or review has been finally concluded and is no longer subject to review,
18 whether by appeal, petition for rehearing, petition for review or otherwise.

19 1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

20 1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final
21 Approval of the Settlement.

22 1.22 "Final Judgment" means the Judgment Entered by the Court upon Granting Final
23 Approval of the Settlement.

24 1.23 "FLSA Subclass Allocation" means the total amount allocated to settlement of
25 claims under the Fair Labor Standards Act ("FLSA"). The FLSA Subclass Allocation is to be paid
26 from the Gross Settlement Amount in the amount of \$100,000.00.

27 1.24 "FLSA Subclass Members" means all non-exempt persons who were employed by
28 SCPMG in the State of California at any time from August 21, 2017 through the date of preliminary

1 approval.

2 1.25 “FLSA Class Period” means August 21, 2017 through the date of preliminary
3 approval.

4 1.26 “Gross Settlement Amount” means Nine Million Nine Hundred and Seventy
5 Thousand Dollars (\$9,970,000.00), which is the total amount SCPMG agrees to pay under the
6 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to
7 pay Individual Class Payments, Individual FLSA Payments, Individual PAGA Payments, the
8 LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment, Class Representative Service Payments, and the Administration Expenses Payment.

10 1.27 “Individual Class Payment” means the Participating Class Member’s pro rata share
11 of the Net Settlement Amount calculated as set forth in Section 3.2.4, below.

12 1.28 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
13 25% of the PAGA Allocation calculated as set forth in Section 3.2.6.1, below.

14 1.29 “LWDA” means the California Labor and Workforce Development Agency, the
15 agency entitled, under Labor Code section 2699, subdivision (i) to enforce PAGA.

16 1.30 “LWDA PAGA Payment” means 75% of the PAGA Allocation paid to the LWDA
17 under Labor Code section 2699, subdivision (i).

18 1.31 “Net Settlement Amount” means the Gross Settlement Amount, less the following
19 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
20 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
21 Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement
22 Amount is to be paid to Participating Class Members as Individual Class Payments, Individual
23 FLSA Payments, and Individual PAGA Payments.

24 1.32 “Non-Participating Class Member” means any Class Member who opts out of the
25 Settlement by sending the Administrator a valid and timely Request for Exclusion.

26 1.33 “PAGA Period” means the period from July 8, 2020 through the earlier of the date
27 of preliminary approval or February 13, 2024. The “PAGA Sub-Class Period” means the period
28 from June 23, 2019 through July 7, 2020 (the “PAGA Sub-Class Period”).

1.34 “PAGA Pay Period” means any pay period during which an Aggrieved Employee performed any work for SCPMG during the PAGA Period.

1.35 “PAGA Notices” means Plaintiff Damon Coffey’s June 12, 2020 letter and Plaintiff Brandie Lukofnak’s September 30, 2021 letter to SCPMG and the LWDA, and the amended letter Plaintiffs Coffey and Lukofnak submitted to SCPMG and the LWDA, each providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.36 “PAGA Allocation” means the total amount allocated to settlement of claims for PAGA civil penalties. The PAGA Allocation is to be paid from the Gross Settlement Amount in the amount of \$300,000.00, allocated 25% to the Aggrieved Employees (\$75,000.00) and 75% to the LWDA (\$225,000.00).

1.37 “PAGA Subclass Allocation” means the total amount allocated to settlement of the PAGA Subclass Members’ claims for PAGA civil penalties during the PAGA Subclass Period. The PAGA Subclass Allocation is to be paid from the Gross Settlement Amount in the amount of \$75,000.00, allocated 25% to the Aggrieved Employees (\$18,750) and 75% to the LWDA (\$56,250).

1.38 “Participating Class Member” or “Settlement Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39 “Plaintiffs” means Damon Coffey and Brandie Lukofnak, the named plaintiffs in the Action.

1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means SCPMG and each of its current and former direct and indirect affiliates, other related business entities, parents, shareholders, and equity holders, and each of their respective divisions, subsidiaries, joint ventures, customers, partners, actual or alleged joint

1 employers, officers, directors, employees, contractors, agents, principals, representatives,
2 accountants, auditors, consultants, attorneys, insurers and reinsurers, other representatives or
3 persons or acting by, through, under or in concert with any of the forgoing, and each of the
4 forgoing's successors, predecessors and heirs, and any other persons that could be jointly liable
5 with SCPMG for any of the Released Claims.

6 1.44 "Request for Exclusion" is the notice submitted by a Class Member requesting to be
7 excluded from the Settlement. For the Request for Exclusion to be valid, it must include the Class
8 Member's full name, signature, address, telephone number and a written statement requesting to be
9 excluded from this Settlement. The Request for Exclusion must be returned by mail or fax to the
10 Settlement Administrator at the specified address or facsimile number and postmarked or faxed on
11 or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the
12 exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class
13 Member who does not submit a timely and valid Request for Exclusion from the Settlement will be
14 deemed a Class Member and will be bound by all terms of the Settlement Agreement if the
15 Settlement is granted Final Approval by the Court.

16 Any Class Member who opts out of this Agreement may not submit an Objection and shall
17 not receive any Individual Settlement Payment, and shall not be bound by the releases set forth in
18 this Agreement. Any Class Member who opts out of this Agreement will still receive an Individual
19 PAGA Payment. If a Class Member submits both a Request for Exclusion and an Objection, then
20 the Request for Exclusion will be valid and will invalidate the Objection. Plaintiffs, as class
21 representatives, are not permitted to, and agree that they will not, opt out of this Agreement.

22 1.45 "Response Deadline" means 45 days after the Administrator mails Notice to Class
23 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)
24 fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or
25 their Objection to the Class Action component of the Settlement. Class Members to whom Notice
26 Packets are resent after having been returned undeliverable to the Administrator shall have a
27 Response Deadline that is an additional 14 calendar days after the Response Deadline has expired.

28 **2. RECITALS.**

2.1 On August 21, 2020, Plaintiff Coffey commenced this Action by filing a Complaint alleging a claim for relief under the PAGA asserting meal and rest period violations, minimum wage and overtime violations, wage statement and final pay violations, and failure to reimburse business expenses. On August 27, 2020, Plaintiff Coffey filed a First Amended Complaint, amending the entity name of Defendant. On April 22, 2021, Plaintiff Coffey filed a Second Amended Complaint, adding the following class action claims in addition to the PAGA claim for penalties: (1) Violation of Labor Code §§ 226.7 and 512 and applicable IWC wage orders (failure to provide meal periods and rest breaks), (2) Violation of Labor Code §§ 510, 1194, and 1197 and applicable IWC wage orders (failure to pay minimum wages and overtime compensation, including failure to properly calculate the regular rate of pay for purposes of paying overtime); (3) Violation of Labor Code § 226 (wage statement violations); (4) Violation of Labor Code § 2802 (failure to reimburse business expenses); (5) Violation of Labor Code §§ 201-203 (waiting time penalties). On October 28, 2021, Plaintiff Lukofnak filed a class action complaint in San Diego County Superior Court, Case No. 37-2021-00046006-CU-OE-CTL, which asserted the following class claims: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; and, (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203. On December 27, 2021, Plaintiff Lukofnak filed a separate action in the Los Angeles County Superior Court, Case No. 21AHCV00161, which asserted a single representative action claim under PAGA. As set forth in Section 11.20, below, Plaintiff Coffey will file a Third Amended Complaint (the “Operative Complaint”) (1) adding Plaintiff Lukofnak as a plaintiff, and (2) amending the class definition to include certain claims that are now the subject of this settlement. SCPMG denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative

1 Complaint and denies any and all liability for the causes of action alleged.

2 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely
3 written notice to SCPMG and the LWDA by sending the PAGA Notices.

4 2.3 On January 27, 2023, the Parties participated in an all-day mediation presided over
5 by David Rotman. While the case did not settle that day, several follow up discussions occurred
6 between the Parties and the Mediator, which led to the instant settlement.

7 2.4 Prior to mediation, Plaintiffs obtained, through formal and informal discovery, time
8 and pay records for putative class members, deposition testimony of SCPMG's person most
9 qualified, and other relevant documents and information. Plaintiffs' investigation was sufficient to
10 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
11 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
12 130 ("*Dunk/Kullar*").

13 2.5 The Parties stipulate to class certification for settlement purposes only.

14 **3. MONETARY TERMS.**

15 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
16 SCPMG promises to pay Nine Million Nine Hundred and Seventy Thousand Dollars
17 (\$9,970,000.00) and no more as the Gross Settlement Amount. SCPMG will also be responsible
18 for any employer payroll taxes required by law, separate and in addition to the Gross Settlement
19 Amount, including the employer FICA, FUTA, and SDI contributions on the wage portion of the
20 Individual Settlement Payments. SCPMG has no obligation to pay the Gross Settlement Amount
21 (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
22 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
23 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
24 payment. None of the Gross Settlement Amount will revert to SCPMG.

25 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
26 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
27 Court in the Final Approval Order:

28 3.2.1 To Plaintiffs: Class Representative Service Payments to the Plaintiffs as

1 Class Representatives of not more than Ten Thousand Dollars each (for a total of
2 \$20,000.00) (in addition to any Individual Class Payment and any Individual PAGA
3 Payment the Class Representative is entitled to receive as a Participating Class Member).
4 SCPMG will not oppose Plaintiffs' request for a Class Representative Service Payment that
5 does not exceed this amount. As part of the motion for Final Approval, Plaintiff will seek
6 Court approval for any Class Representative Service Payments no later than 16 court days
7 prior to the Final Approval Hearing. If the Court approves a Class Representative Service
8 Payment less than the amount requested, the Administrator will retain the remainder in the
9 Net Settlement Amount. The Administrator will pay the Class Representative Service
10 Payment using IRS Form 1099. Defendant makes no representations as to the tax treatment
11 or legal effect of the payment called for herein, and Plaintiffs are not relying on any
12 statement or representation by Defendant or by Class Counsel in this regard. Plaintiffs
13 assume full responsibility and liability for employee taxes owed on the Class Representative
14 Service Payment.

15 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3%
16 of the Gross Settlement Amount, which is currently estimated to be \$3,323,333.33, and a
17 Class Counsel Litigation Expenses Payment of not more than \$65,000.00. SCPMG will not
18 oppose requests for these payments provided that they do not exceed these amounts. If the
19 Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
20 Payment less than the amounts requested, the Administrator will allocate the remainder to
21 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any
22 other Plaintiffs' counsel arising from any claim to any portion any Class Counsel Fee
23 Payment and/or Class Counsel Litigation Expenses Payment. The Class Counsel Fees
24 Payment awarded by the Court shall be allocated between Class Counsel as follows: 50%
25 to Sullivan Law Group, APC, and 50% to Blumenthal Nordrehaug Bhowmik De Blouw
26 LLP. The Class Counsel Litigation Expenses Payment awarded by the Court shall be
27 allocated based upon the Class Counsel's respective declarations as to litigation expenses
28 incurred. The Administrator will pay the Class Counsel Fees Payment and Class Counsel

1 Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
2 full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the
3 Class Counsel Litigation Expenses Payment and holds SCPMG harmless, and indemnifies
4 SCPMG, from any dispute or controversy regarding any division or sharing of any of these
5 Payments.

6 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed
7 \$123,000.00 except for a showing of good cause and as approved by the Court. To the extent
8 the Administration Expenses Payment is less or the Court approves payment less than
9 \$123,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated
11 by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks
12 worked by all Participating Class Members during the Class Period and (b) multiplying the
13 result by each Participating Class Member's Class Period Workweeks.

14 3.2.4.1 Tax Allocation of Individual Class Payments. 33% of each
15 Participating Class Member's Individual Class Payment will be allocated to
16 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to
17 tax withholding and will be reported on an IRS W-2 Form. The remaining 67% of
18 each Participating Class Member's Individual Class Payment will be allocated to
19 settlement of claims for non-wages, expense reimbursement, interest and penalties
20 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
21 withholdings and will be reported on IRS 1099 Forms. Participating Class Members
22 assume full responsibility and liability for any employee taxes owed on their
23 Individual Class Payment.

24 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
25 Individual Class Payments. Non-Participating Class Members will not receive any
26 Individual Class Payments. The Administrator will retain amounts equal to their
27 Individual Class Payments in the Net Settlement Amount for distribution to
28 Participating Class Members in accordance with Paragraph 3.2.4.

1 3.2.5 To Each Participating Subclass Member: Each Participating Subclass
2 Member will be paid a separate per-person payment in the amount of \$15 a person.

3 3.2.5.1 Tax Allocation of Individual Subclass Payments. 33% of each
4 Participating Class Member's Individual Subclass Payment will be allocated to
5 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to
6 tax withholding and will be reported on an IRS W-2 Form. The remaining 67% of
7 each Participating Class Member's Individual Subclass Payment will be allocated
8 to settlement of claims for interest and penalties (the "Non-Wage Portion"). The
9 Non-Wage Portions are not subject to wage withholdings and will be reported on
10 IRS 1099 Forms. Participating Class Members assume full responsibility and
11 liability for any employee taxes owed on their Individual Class Payment.

12 3.2.6 To the LWDA and PAGA Group Members: PAGA Allocation in the amount
13 of \$300,000.00 to be paid from the Gross Settlement Amount, with 75% (\$225,000.00)
14 allocated to the LWDA PAGA Payment and 25% (\$75,000.00) allocated to the Individual
15 PAGA Payments.

16 3.2.6.1 The Administrator will calculate each Individual PAGA Payment
17 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
18 Penalties (\$75,000.00) by the total number of PAGA Pay Periods worked by all
19 Aggrieved Employees during the PAGA Period and (b) multiplying the result by
20 each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full
21 responsibility and liability for any taxes owed on their Individual PAGA Payment.
22 The Administrator will issue a 1099 to each class member for the non-wage portion
23 of any payment received pursuant to this settlement, including Individual PAGA
24 Payment(s).

25 3.2.6.2 If the Court approves PAGA Penalties of less than the amount
26 requested, the Administrator will allocate the remainder to the Net Settlement
27 Amount.

28 3.2.7 To the LWDA and PAGA Subclass Members: PAGA Subclass Allocation

1 in the amount of \$75,000.00, to be paid from the Gross Settlement Amount, with 25%
2 (\$18,750) allocated to the Aggrieved Employees for Individual PAGA Subclass Payments
3 and 75% (\$56,250) allocated to the LWDA.

4 3.2.7.1 The Administrator will calculate each Individual PAGA Payment
5 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
6 Subclass Allocation (\$75,000.00) by the total number of PAGA Pay Periods worked
7 by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
8 by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume
9 full responsibility and liability for any taxes owed on their Individual PAGA
10 Payment. The Administrator will issue a 1099 to each class member for the non-
11 wage portion of any payment received pursuant to this settlement, including
12 Individual PAGA Payment(s).

13 3.2.7.2 If the Court approves PAGA Subclass Allocation of less than the
14 amount requested, the Administrator will allocate the remainder to the Net
15 Settlement Amount.

16 3.2.8 To Each Participating FLSA Subclass Member: FLSA Subclass Allocation
17 in the amount of \$100,000.00, to be paid from the Gross Settlement Amount. Each
18 Individual FLSA Subclass Payment shall be calculated by (a) dividing the FLSA Subclass
19 Allocation by the total number of FLSA Subclass Period Workweeks worked by all FLSA
20 Subclass Members during the FLSA Subclass Period and (b) multiplying the result by each
21 FLSA Subclass Member's FLSA Subclass Period Workweeks.

22 3.2.8.1 Tax Allocation of Individual FLSA Subclass Payments. 33% of
23 each FLSA Subclass Member's Individual FLSA Subclass Payment will be
24 allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are
25 subject to tax withholding and will be reported on an IRS W-2 Form. The remaining
26 67% of each FLSA Subclass Member's Individual FLSA Subclass Payment will be
27 allocated to settlement of claims for interest and penalties (the "Non-Wage
28 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be

1 reported on IRS 1099 Forms. Participating FLSA Subclass Members assume full
2 responsibility and liability for any employee taxes owed on their Individual FLSA
3 Subclass Payment.

4 **4. SETTLEMENT FUNDING AND PAYMENTS.**

5 4.2 Class Data. Not later than 15 calendar days after the Court grants Preliminary
6 Approval of the Settlement, SCPMG will deliver the Class Data to the Administrator, in the form
7 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
8 must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
9 and for no other purpose, and restrict access to the Class Data to Administrator employees who
10 need access to the Class Data to effect and perform under this Agreement. SCPMG has a continuing
11 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member
12 identifying information and to provide corrected or updated Class Data as soon as reasonably
13 feasible. Without any extension of the deadline by which SCPMG must send the Class Data to the
14 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
15 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

16 4.3 Funding of Gross Settlement Amount. SCPMG shall fully fund the Gross Settlement
17 Amount, and also fund the amounts necessary to fully pay SCPMG's share of payroll taxes by
18 transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.
19 The Administrator shall advise SCPMG of this amount as soon as reasonably possible.

20 4.4 Payments from the Gross Settlement Amount. Within 10 business days after
21 SCPMG funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
22 Class Payments, all Individual Subclass Payments, all Individual PAGA Group Payments, all
23 Individual PAGA Subclass Payments, the LWDA PAGA Payment, the LWDA PAGA Subclass
24 Payment, all Individual FLSA Subclass Payments, the Administration Expenses Payment, the Class
25 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
26 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
27 Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not
28 precede disbursement of Individual Class Payments and Individual PAGA Payments.

1 4.4.1 The Administrator will issue checks for the Individual Class Payments,
2 Individual Subclass Payments, Individual PAGA Group Payments, Individual PAGA
3 Subclass Payments, and Individual FLSA Subclass Payments and send them to the Class
4 Members/Subclass Members/PAGA Group Members/PAGA Subclass Members/FLSA
5 Subclass Members via First Class U.S. Mail, postage prepaid. The face of each check shall
6 prominently state the date (not less than 180 days after the date of mailing) when the check
7 will be voided. The Administrator will cancel all checks not cashed by the void date. The
8 Administrator will send checks for Individual Settlement Payments to all Participating Class
9 Members (including those for whom Class Notice was returned undelivered). The
10 Administrator will send checks for Individual PAGA Payments to all PAGA Group
11 Members and Individual PAGA Subclass Payments to all PAGA Subclass Members,
12 including Non-Participating Class Members who qualify as PAGA Group Members or
13 PAGA Subclass Members (including those for whom Class Notice was returned
14 undelivered). The Administrator may send Participating Class Members a single check
15 combining the payments referenced above. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National Change of
17 Address Database.

18 4.4.2 The Administrator must conduct a Class Member Address Search for all
19 Class Members whose checks are returned undelivered without United States Postal Service
20 ("USPS") forwarding address. Within 7 days of receiving a returned check the
21 Administrator must re-mail checks to the USPS forwarding address provided or to an
22 address ascertained through the Class Member Address Search. The Administrator need not
23 take further steps to deliver checks to Class Members whose re-mailed checks are returned
24 as undelivered. The Administrator shall promptly send a replacement check to any Class
25 Member whose original check was lost or misplaced, as requested by the Class Member
26 prior to the void date.

27 4.4.3 For any Class Member/Subclass Member/PAGA Group Member/PAGA
28 Subclass Member/FLSA Subclass Member whose check is uncashed and cancelled after the

void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/Subclass Member/PAGA Group Member/PAGA Subclass Member/FLSA Subclass Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payments referenced in this section shall not obligate SCPMG 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.

5. RELEASES OF CLAIMS. Effective on the date when SCPMG fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments as confirmed by the Administrator, Plaintiff, Class Members, Class Counsel, Aggrieved Employees, and the LWDA on behalf of the State of California will release claims against all Released Parties as follows:

5.1 Plaintiff Coffey's Release. Plaintiff and his 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 through the date of Final Approval. ("Plaintiff's Release.") Plaintiff Coffey'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, workers' compensation benefits that arose at any time. Plaintiff Coffey acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff Coffey now know or believe to be true but agree, nonetheless, that his Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff Coffey expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY
2 HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4 5.1.2 Plaintiff Lukofnak. Plaintiff Lukofnak represents that she has additional
5 individual, non-wage and hour claims against Defendant. Plaintiff Lukofnak is separately
6 settling these individual claims and in exchange is providing a general release of such
7 claims. In addition to the Gross Settlement Amount, Plaintiff Lukofnak will also separately
8 be paid for resolution of her individual claims as set forth in a separate confidential
9 individual settlement agreement. The individual settlement to be paid to Plaintiff Lukofnak
10 is in addition to the Gross Settlement Amount and will be memorialized in a confidential
11 individual settlement agreement that will be separate from this Agreement. If the Court
12 requires the Parties to submit the terms of the individual settlement agreement to obtain
13 approval of this Settlement, the Parties agree that the individual settlement agreement will
14 be submitted in camera to the Court.

15 5.2 Release by Participating Class Members: All Participating Class Members, on
16 behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors and assigns, release Released Parties from any and all claims that
18 occurred during the Class Period based on the facts that are or could have been alleged in the
19 Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium pay,
20 guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind
21 or nature, whether known or unknown, contingent or accrued, under any legal theory under federal
22 and state law for any alleged failure to pay all wages due (including minimum wage and overtime
23 wages), claims regarding rounding, grace periods, shift tolerance, failure to pay for all hours worked
24 (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest
25 periods, failure to relieve of all duties during meal and rest periods, combining of meal and rest
26 periods, that Defendant's exemption permit from the DLSE is not valid or does not apply to Class
27 Members, failure to timely pay wages and final wages, failure to properly calculate the regular rate
28 of pay, failure to pay or properly calculate meal period premiums, failure to pay or properly

1 calculate paid sick leave, including paid sick leave under the Healthy Workplaces, Healthy Families
2 Act, donning and doffing, pre or post-shift testing or inspections, health status related activities
3 including testing, reporting, and queuing for testing, reporting time pay, failure to furnish accurate
4 wage statements including claims derivative and/or related to these claims, liquidated damages,
5 conversion of wages, that the Labor Code Section 514 exemption does not apply to Defendant's
6 employees, pre and post-shift work and record-keeping violations, up to and including the date of
7 preliminary approval by the Court. This Release shall include all claims that occurred during the
8 Class Period based on the facts that are or could have been alleged in the Operative Complaint and
9 theories arising under the California Labor Code, wage orders, and applicable regulations,
10 including Labor Code Sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227, 245 et
11 seq., 510, 511, 512, 515, 517, 551, 552, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
12 1198.5, and 1199, all claims and theories arising under Labor Code Section 2802 except for claims
13 related solely to working from home under Labor Code Section 2802 as well as claims under
14 Business and Professions Code section 17200 et seq. that are known and unknown based on the
15 facts in the Operative Complaint underlying the alleged violations of the above Labor Code
16 provisions, as alleged in the Action. As to the Released Claims *only*, each Class Member waives
17 all rights provided by California Civil Code section 1542, which states:

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

22 The release shall run through the Class Period (the "Release Period"). Defendant shall have the
23 option to extend the Release Period paying an additional proportionate amount based on the number
24 of additional pay periods. Class Members who do not submit a timely and valid request for
25 exclusion from the Settlement shall be deemed to have fully released all Class Members' Released
26 Claims. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
27 release any other claims, including claims for vested benefits, wrongful termination, violation of
28 the Fair Employment and Housing Act, unemployment insurance, disability, social security,

workers' compensation or claims based on facts occurring outside the Class Period.

5.3 Release By Subclass 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 any and all claims that occurred during the Subclass Period based on the facts that are or could have been alleged in the Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law related to paid sick leave under the Healthy Workplaces, Healthy Families Act or reimbursement for business expenses.

5.4 Release by FLSA Subclass Members. FLSA Subclass Members who timely cash or otherwise negotiate their settlement payment check will be deemed to have opted into the Action for purposes of the FLSA and, as to those Class Members, the Released Claims include any and all claims the Class Members may have under the FLSA arising under or related to the alleged claims during the FLSA Subclass Period. Only those FLSA Subclass Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Action for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the [Action], elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

5.5 Release by Aggrieved Employees: All Aggrieved Employees 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 claims for civil penalties under PAGA, whether known or unknown, to recover wages, damages, penalties, attorneys' fees,

1 litigation costs, restitution, or equitable relief, which all Aggrieved Employees, the LWDA, and
2 any other representative, proxy, or agent thereof, had, or may claim to have, that were alleged or
3 could have been alleged in the Action based upon the facts alleged and legal assertions alleged,
4 whether or not specifically delineated as a claim or cause of action in the Action through the end
5 of the PAGA Period, including but not limited to those alleged in the PAGA Notices and the
6 Operative Complaint in the Action, including claims that reasonably arise out of or arise in
7 connection with the claims and facts that are or could have been alleged in the Action, and any
8 claims which could have reasonably been asserted in the Action arising from the alleged facts
9 and/or primary rights alleged to have been invaded (“PAGA Released Claims”). The PAGA
10 Released Claims are further released by Plaintiffs in their representative capacity as authorized
11 proxies and agent for the State of California and the LWDA and as private attorneys general acting
12 on behalf of themselves and the Aggrieved Employees, for civil penalties under the PAGA, based
13 on any claim that arises under the California Labor Code and forever bar the LWDA, and any other
14 representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved
15 employees, from pursuing any action against the Released Parties for the PAGA Released Claims.

16 5.6 Release By PAGA Subclass Members. All PAGA Subclass Members, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors and assigns, release Released Parties from any and all claims that
19 occurred during the PAGA Subclass Period based on the facts that are or could have been alleged
20 in the Operative Complaint, including debts, liabilities, demands, obligations, penalties, premium
21 pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever
22 kind or nature, whether known or unknown, contingent or accrued, under any legal theory under
23 federal and state law related to paid sick leave under the Healthy Workplaces, Healthy Families
24 Act or reimbursement for business expenses.

25 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Class Counsel will
26 prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that
27 complies with the Court’s current checklist for Preliminary Approvals, subject to approval by
28 SCPMG’s counsel.

1 6.1 Plaintiffs' Responsibilities. Class Counsel will prepare Plaintiffs' amended motion
2 for preliminary approval. Not later than three (3) days prior to the submission of the motion for
3 preliminary approval of this Settlement Agreement to the Court, Class Counsel will submit a near-
4 final draft thereof (including all supporting papers and proposed order) to counsel for Defendant
5 for their review and comment.

6 6.2 Responsibilities of Counsel. As soon as practicable after execution of this
7 Settlement Agreement, the Class Representatives and Class Counsel shall apply to the Court for
8 the entry of a preliminary approval order which would accomplish the following:

9 a. Schedule a hearing (the "**Final Approval Hearing**") on the question of
10 whether the Settlement, including, *inter alia*, the payment of Class Counsel Fees Payment, Class
11 Counsel Litigation Expenses Payment, Class Representative Service Payments, FLSA Allocation,
12 and PAGA Amount should be finally approved as fair, reasonable, and adequate, and finally
13 resolving any outstanding issues or disputes remaining from the administration of the notice of the
14 settlement;

15 b. Approve, as to form and content, the proposed Notice;

16 c. Direct the mailing of the Notice by first class mail to the Class Members;

17 d. Preliminarily approve the Settlement and monetary allocations for
18 awards/payments of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
19 Class Representative Service Payments, Administration Expenses Payment, PAGA Allocation, and
20 PAGA Subclass Allocation, subject to the final review and approval by the Court;

21 e. Preliminarily approve Rust Consulting as the Settlement Administrator;
22 Class Counsel shall be responsible for ensuring that all required submittals and notifications to the
23 LWDA under PAGA regarding this Settlement are made by Plaintiffs at the same time that this
24 Agreement is submitted to the Court for Preliminary Approval.

25 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on
27 behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the
28 disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval

1 on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously
2 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
3 modify the Agreement and otherwise satisfy the Court's concerns.

4 **7. SETTLEMENT ADMINISTRATION.**

5 7.1 Selection of Administrator. The Parties have jointly selected Rust Consulting to
6 serve as the Administrator and verified that, as a condition of appointment, Rust Consulting agrees
7 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
8 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that
9 they have no interest or relationship, financial or otherwise, with the Administrator other than a
10 professional relationship arising out of prior experiences administering settlements.

11 7.2 Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
13 reports to state and federal tax authorities.

14 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
15 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
16 section 468B-1.

17 7.4 Notice to Class Members.

18 7.4.1 No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

21 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fifteen
22 (15) business days after receiving the Class Data, the Administrator will send to all Class Members
23 identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form
24 attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently
25 estimate the dollar amounts of any payment payable to the Class Member, and the number of Class
26 Period Workweeks, PAGA Pay Periods, PAGA Subclass Pay Periods, and FLSA Subclass Pay
27 Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
28 Administrator shall update Class Member addresses using the National Change of Address

1 database.

2 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class
3 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
4 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
5 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
6 the most current address obtained. The Administrator has no obligation to make further attempts to
7 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
8 time.

9 7.4.4 The deadlines for Class Members' written objections to the class component of the
10 Settlement, challenges to Class Period Workweeks and/or PAGA Pay Periods and Requests for
11 Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the
12 Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the
13 Class Member of the extended deadline with the re-mailed Class Notice.

14 7.4.5 If the Administrator, SCPMG, or Class Counsel is contacted by or otherwise
15 discovers any persons who believe they should have been included in the Class Data and should
16 have received Class Notice, the Parties will expeditiously meet and confer in person or by
17 telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If
18 the Parties agree, such persons will be Class Members entitled to the same rights as other Class
19 Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring
20 them to exercise options under this Agreement not later than 14 days after receipt of Class Notice,
21 or the deadlines in the Class Notice, which ever is later.

22 7.5 Requests for Exclusion (Opt-Outs).

23 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
24 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
25 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an
26 additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
27 Exclusion is a letter from a Class Member or his/her/their representative that reasonably
28 communicates the Class Member's election to be excluded from the Settlement and includes

1 the Class Member's name, address and email address or telephone number. To be valid, a
2 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
3 Deadline.

4 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because
5 it fails to contain all the information specified in the Class Notice. The Administrator shall
6 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
7 identity of the person as a Class Member and the Class Member's desire to be excluded. If
8 the Administrator has reason to question the authenticity of a Request for Exclusion, the
9 Administrator may demand additional proof of the Class Member's identity. The
10 Administrator's determination of authenticity shall be final and not appealable or otherwise
11 susceptible to challenge.

12 7.5.3 Every Class Member who does not submit a timely and valid Request for
13 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to
14 all benefits and bound by all terms and conditions of the Settlement, including the
15 Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of
16 whether the Participating Class Member actually receives the Class Notice or objects to the
17 Settlement.

18 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion
19 is a Non-Participating Class Member and shall not receive an Individual Class Payment, an
20 Individual Subclass Payment, or an FLSA Subclass Payment or have the right to object to
21 the class action components of the Settlement. Because future PAGA claims are subject to
22 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are
23 Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this
24 Agreement and are eligible for an Individual PAGA Payment and an Individual PAGA
25 Subclass Payment.

26 7.6 Challenges to Calculation of Class Period/PAGA Pay Periods. Each Class Member
27 shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for
28 Class Members whose Class Notice is re-mailed) to challenge the number of Class Period

1 Workweeks, FLSA Subclass Period Workweeks, PAGA Pay Periods, and PAGA Subclass Pay
2 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
3 challenge the allocation by communicating with the Administrator via fax, email or mail. The
4 Administrator must encourage the challenging Class Member to submit supporting documentation.
5 In the absence of any contrary documentation, the Administrator is entitled to presume that the
6 Workweeks/Pay Periods contained in the Class Notice are correct so long as they are consistent
7 with the Class Data. The Administrator shall promptly provide copies of all challenges to the
8 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel along with
9 the Administrator's preliminary determination with respect to any such challenges.

10 7.7 Objections to Settlement.

11 7.7.1 Only Participating Class Members may object to the class action
12 components of the Settlement and/or this Agreement, including contesting the fairness of
13 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
14 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

15 7.7.2 Participating Class Members may send written objections to the
16 Administrator, by fax, email or mail. In the alternative, Participating Class Members may
17 appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final
18 Approval Hearing. A Participating Class Member who elects to send a written objection to
19 the Administrator must do so not later than 45 days after the Administrator's mailing of the
20 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-
21 mailed).

22 7.7.3 Non-Participating Class Members have no right to object to any of the class
23 action components of the Settlement.

24 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
25 to be performed or observed by the Administrator contained in this Agreement or otherwise.

26 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
27 establish and maintain and use an internet website to post information of interest to Class
28 Members including the date, time and location for the Final Approval Hearing and copies

1 of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval,
2 the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees
3 Payment, Class Counsel Litigation Expenses Payment and Class Representative Service
4 Payment, the Final Approval and the Judgment. The Administrator will also maintain and
5 monitor an email address and a toll-free telephone number to receive Class Member calls,
6 faxes and emails.

7 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
8 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than ten (10) business days after the expiration of the deadline for submitting
10 Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense
11 Counsel containing (a) the names and other identifying information of Class Members who
12 have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
13 other identifying information of Class Members who have submitted invalid Requests for
14 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether
15 valid or invalid).

16 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to
20 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual
21 Class Payments, Individual Subclass Payments, Individual FLSA Subclass Payments,
22 Individual PAGA Payments, and Individual PAGA Subclass Payments (“Weekly Report”).
23 The Weekly Reports should include the Administrator’s assessment of the validity of
24 Requests for Exclusion and attach copies of all Requests for Exclusion and Objections
25 received.

26 7.8.4 Class Period Workweek and/or PAGA Pay Periods Challenges. The
27 Administrator has the authority to address and make final decisions consistent with the
28 terms of this Agreement on all Class Member challenges over the calculation of Workweek

1 and/or Pay Periods. The Administrator's decision shall be final and not appealable or
2 otherwise susceptible to challenge.

3 7.8.5 Administrator's Declaration. Not later than 5 days before the date by which
4 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
5 Administrator shall provide to Class Counsel and Defense Counsel, a signed declaration
6 suitable for filing in Court attesting to its due diligence and compliance with all of its
7 obligations under this Agreement, including, but not limited to, its mailing of Class Notices,
8 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
9 Class Members, the total number of Requests for Exclusion from Settlement it received
10 (both valid or invalid), the number of written objections and attach the Exclusion List. The
11 Administrator will supplement its declaration as needed or requested by the Parties and/or
12 the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in
13 Court.

14 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
15 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
16 provide Class Counsel and Defense Counsel with a final report detailing its disbursements
17 by employee identification number only of all payments made under this Agreement. At
18 least 15 days before any deadline set by the Court, the Administrator will prepare, and
19 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
20 Court attesting to its disbursement of all payments required under this Agreement. Class
21 Counsel is responsible for filing the Administrator's declaration in Court.

22 8. **SCPMG RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion
23 identified in the Exclusion List exceeds 2% of the total of all Class Members, SCPMG may, but is
24 not obligated to, elect to withdraw from the Settlement. The Parties agree that, if SCPMG
25 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
26 neither Party will have any further obligation to perform under this Agreement; provided, however,
27 SCPMG will remain responsible for paying all Settlement Administration Expenses incurred to that
28 point. SCPMG must notify Class Counsel and the Court of its election to withdraw not later than 7

1 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will
2 have no effect.

3 **9. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
4 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement
5 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
6 subdivision (l), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion
7 for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not
8 later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel
9 will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
10 disagreements concerning the Motion for Final Approval.

11 9.1 Response to Objections. Each Party retains the right to respond to any objection
12 raised by a Participating Class Member, including the right to file responsive documents in Court
13 no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good faith
18 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.
19 The Court’s decision to award less than the amounts requested for the Class Representative Service
20 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
21 Administration Expenses Payment, PAGA Allocation and/or PAGA Subclass Allocation shall not
22 constitute a material modification to the Agreement within the meaning of this paragraph.

23 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
24 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
25 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and
26 (iii) addressing such post-Judgment matters as are permitted by law.

27 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
28 conditions of this Agreement, 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.

9.5 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after 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.

10. **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.

11. **ADDITIONAL PROVISIONS.**

11.1 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 to or should be construed as an admission by SCPMG that any of the allegations in the Operative Complaint have merit or that SCPMG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that SCPMG's defenses in the Action have merit. The Parties agree that class certification and

1 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
2 grant Preliminary Approval, Final Approval or enter Judgment, SCPMG reserves the right to
3 contest certification of any class for any reasons, and SCPMG reserves all available defenses to the
4 claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds
5 available and to contest SCPMG's defenses. The Settlement, this Agreement, and the Parties'
6 willingness to settle the Action will have no bearing on, and will not be admissible in connection
7 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
8 Agreement).

9 11.2 No Publicity. Plaintiffs and Class Counsel shall not publicize the settlement on their
10 websites, in advertising/marketing materials or on social media, other than filing documents with
11 the Court. The Parties and their counsel agree that they will not issue any press releases or initiate
12 any contact with the media about the fact, amount, or terms of the settlement. If counsel for any
13 party receives an inquiry about the settlement from the media, counsel may respond only after the
14 motion for approval of the settlement has been filed and only by confirming the accurate terms of
15 the settlement. Nothing in this provision shall prevent Defendant from making any required
16 disclosure. Nothing in this provision shall prevent Plaintiffs' counsel from communicating with
17 settlement class members about the settlement.

18 11.3 No Solicitation. The Parties separately agree that they and their respective counsel
19 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
21 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
22 to Class Members.

23 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
24 Agreement together with its attached exhibits shall constitute the entire agreement between the
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,
26 covenants or inducements made to or by any Party.

27 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiffs and SCPMG, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
2 terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
7 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
8 any document necessary to implement the Settlement, or on any modification of the Agreement
9 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
10 mediator and/or the Court for resolution.

11 11.7 No Prior Assignments. The Parties separately represent and warrant that they have
12 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
14 or right released and discharged by the Party in this Settlement.

15 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, SCPMG, nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
18 10, as amended) or otherwise.

19 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed or waived only by an express written instrument signed by all Parties or their
21 representatives and approved by the Court.

22 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
23 to the benefit of, the successors of each of the Parties.

24 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
25 governed by and interpreted according to the internal laws of the State of California, without regard
26 to conflict of law principles.

27 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
28 of this Agreement. This Agreement will not be construed against any Party on the basis that the

1 Party was the drafter or participated in the drafting.

2 11.13 Confidentiality. To the extent permitted by law, all agreements made and orders
3 entered during Action and in this Agreement relating to the confidentiality of information shall
4 survive the execution of this Agreement.

5 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
6 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
7 Counsel by SCPMG in connection with the mediation, other settlement negotiations, or in
8 connection with the Settlement, may be used only with respect to this Settlement, and no other
9 purpose, and may not be used in any way that violates any existing contractual agreement, statute
10 or California Rules of Court rule.

11 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
12 inserted for convenience of reference only and does not constitute a part of this Agreement.

13 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
15 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

16 11.17 Notice. All notices, demands or other communications between the Parties in
17 connection with this Agreement will be in writing and deemed to have been duly given as of the
18 third business day after mailing by United States mail, or the day sent by email or messenger,
19 addressed as follows:

20 **To Plaintiffs:**

21 Eric Yaeckel
22 Ryan Kuhn
23 Sullivan & Yaeckel Law Group, APC
24 2330 Third Avenue
25 San Diego, CA 92101

26 Blumenthal, Nordrehaug Bhowmik De Blouw LLP
27 Norman Blumenthal
28 Kyle Nordrehaug
2255 Calle Clara
La Jolla, CA 92037

To Defendant:

1 Christian J. Rowley
2 Kerry M. Friedrichs
3 Parnian Vafaenia
4 Seyfarth Shaw LLP
5 560 Mission Street, 31st Floor
6 San Francisco, CA 94105

7 11.18 Execution in Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
12 the existence and contents of this Agreement.

13 11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
15 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330
16 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the
17 entire period of this settlement process.

18 11.20 Amendment of Complaint and Letter to LWDA. Plaintiff Coffey agrees to amend
19 his Complaint to add Lukofnak as a plaintiff. In amending his Complaint, Plaintiff Coffey will also
20 modify the class definition and PAGA group definition to encompass the definition of Class
21 Members and PAGA Group Members above and will add the claims and theories alleged in the
22 Lukofnak complaints, claims under the Fair Labor Standards Act, and other claims and theories
23 encompassed by the settlement and release below to ensure that all included Class Members, claims
24 and theories are clearly articulated and covered. Defendant will stipulate to the filing of an amended
25 Complaint (the "Operative Complaint"). Defendant will agree not to remove the matter to federal
26 court. Plaintiff Coffey further agrees to amend his PAGA Notice to the LWDA to add the claims
27 and theories alleged in the Lukofnak PAGA complaint and other claims and theories encompassed
28 by the settlement and release below to ensure that all included PAGA claims and theories are clearly
articulated and covered. Within 14 days after Plaintiff Coffey amends his Complaint as noted
above, Plaintiff Lukofnak will request to have her claims dismissed without prejudice.

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Date: _____

PLAINTIFF DAMON COFFEY

Damon Coffey

Date: Jan 18, 2024

PLAINTIFF BRANDIE LUKOFNAK


brandie lukofnak (Jan 18, 2024 20:36 PST)

Brandie Lukofnak

Date: _____

DEFENDANT SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP

By: _____
NAME

Dated: January 19, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: 

Kyle Nordrehaug

Attorneys for Plaintiff Brandie Lukofnak

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Dated: January __, 2023

SULLIVAN & YAECKEL LAW GROUP, APC

By: _____
William B. Sullivan
Eric K. Yaeckel
Ryan Kuhn

Attorneys for Plaintiff Damon Coffey and Brandie
Lukofnak

Dated: January __, 2023

SEYFARTH SHAW LLP

By: _____

Christian J. Rowley
Kerry M. Friedrichs
Parnian Vafaeenia

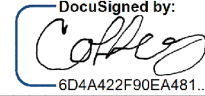
Attorney for Defendant SOUTHERN
CALIFORNIA PERMANENTE MEDICAL
GROUP

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1/18/2024

Date: _____

PLAINTIFF DAMON COFFEY

DocuSigned by:

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Damon Coffey

Date: _____

PLAINTIFF BRANDIE LUKOFNAK

Brandie Lukofnak

Date: _____

DEFENDANT SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP

By: _____
NAME

Dated: January __, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____
Kyle Nordrehaug
Attorneys for Plaintiff Brandie Lukofnak

1 Dated: January 18, 2023

SULLIVAN & YAECKEL LAW GROUP, APC

2 By: Ryan Kuhn

3 William B. Sullivan

4 Eric K. Yaeckel

5 Ryan Kuhn

6 Attorneys for Plaintiff Damon Coffey and Brandie
7 Lukofnak

8
9
10
11 Dated: January __, 2023

SEYFARTH SHAW LLP

12 By: _____

13 Christian J. Rowley

14 Kerry M. Friedrichs

15 Parnian Vafaeenia

16 Attorney for Defendant SOUTHERN
17 CALIFORNIA PERMANENTE MEDICAL
18 GROUP

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Date: _____

PLAINTIFF DAMON COFFEY

Damon Coffey

Date: _____

PLAINTIFF BRANDIE LUKOFNAK

Brandie Lukofnak

Date: JAN 18, 2024

DEFENDANT SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP

By: NAME

Dated: January __, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____
Kyle Nordrehaug

Attorneys for Plaintiff Brandie Lukofnak

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Dated: January __, 2023

SULLIVAN & YAECKEL LAW GROUP, APC

By: _____
William B. Sullivan
Eric K. Yaeckel
Ryan Kuhn

Attorneys for Plaintiff Damon Coffey and Brandie Lukofnak

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on July 27, 2021, the Court entered an Order reassigning the above-captioned matter to Judge Carolyn B. Kuhl in Department 12 at the Spring Street Courthouse for all further proceedings, pursuant to Defendant's 170.6 Peremptory Challenge Motion.

A true and correct copy of the Order is attached hereto as Exhibit A.

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:
Dated: August 4, 2021
PLEASE TAKE NOTICE that on July 27, 2021, the Court entered an Order reassigning the

Dated: January 19, 2024
above-captioned matter to Judge Carolyn B. Kuhl in D
all further proceedings, pursuant to Defendant's 170.6
By: _____ for

A true and correct copy of the Order is attached hereto as Exhibit A.

Dated: August 4, 2021
Christian J. Rowley
Kerry Friedrichs
Parnian Vafaenia
Attorneys for Defendant
SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP erroneously sued as
SOCAL PERMANENTE MEDICAL GROUP

EXHIBIT #3

BLUMENTHAL NORDREHAUG

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

MAY 2, 2024

BRANDIE LUKOFNAK

RE: KAISER PERMANENTE
FILE NUMBER: CA2414.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/15/21	ND	REVIEW ORIGINAL CASE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA.	3.60	850	3,060.00
07/16/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
07/22/21	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING RETALIATION AND DISCRIMINATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS - CALL WITH PLAINTIFF TO DISCUSS.	3.80	850	3,230.00
07/25/21	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.60	850	3,910.00
07/26/21 01	KN	ANALYSIS OF CLAIMS AND FACTS; REVIEW RESEARCH AND DOCUMENTS FROM ND; REVIEW DRAFT COMPLAINT; ADVISE ND	2.00	950	1,900.00
08/01/21	ND	DRAFT COMPLAINT. SEND TO	4.40	850	3,740.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PLAINTIFF FOR APPROVAL. CALL WITH PLAINTIFF REGARDING FACTUAL REVISIONS. REVISE AND RESEND FOR APPROVAL.			
08/02/21	ND	DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE	2.00	850	1,700.00
08/03/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	2.00	850	1,700.00
09/23/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
09/24/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
09/24/21 15	KN	REVIEW STATUS; REVIEW FINAL DRAFT COMPLAINT; REVIEW DAMAGES ANALYSIS; ADVISE STAFF	1.00	950	950.00
10/27/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
10/27/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	0.50	675	337.50
10/27/21	RE	[CLASS] REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.50	675	1,687.50
10/27/21	RE	[PAGA] DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.75	675	1,856.25
10/27/21	ND	REVIEW AND REVISE PAGA ONLY. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.60	850	1,360.00
10/27/21 15	KN	REVIEW EMPLOYMENT DOCUMENTS AND STAFF ANALYSIS AND NOTES; PROVIDE INPUT	0.50	950	475.00
10/28/21	RE	[CLASS] DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
10/28/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SD SUP	0.75	675	506.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		CT.			
10/29/21	RE	REVIEW COURT-RETURNED DOCUMENTS; CHECK DOCKET; REVIEW INITIAL CMC ORDER; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT & STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
10/30/21 15	KN	REVIEW STATUS AND FILED DOCUMENTS; REVIEW COURT NOTICES AND ORDERS; REVIEW EMAILS FROM RE	0.50	950	475.00
11/05/21	ND	REVIEW AND ANALYZE COLLECTIVE BARGAINING AGREEMENT TERMS. REVIEW UNION PRE-EMPTION DEFENSE. LEGAL RESEARCH REGARDING THE SAME. RESEARCH PREVIOUS COURT OPINIONS UNDER THE LMRA.	4.10	850	3,485.00
11/06/21 01	KN	ANALYSIS OF CBA ISSUES; REVIEW ANALYSIS AND RESEARCH FROM ND; REVIEW DOCUMENTS	1.00	950	950.00
12/08/21	KH	RECEIVE AND REVIEW NOTICE OF RELATED CASES; RESEARCH AND DOWNLOAD RELATED CASE DOCUMENTS; SAVE TO THE SYSTEM.	0.70	250	175.00
12/15/21	RE	[CLASS] PREPARE DOCUMENTS FOR SERVICE OF PROCESS; RESEARCH RE REGISTERED AGENT; CONFER W ND RE REGISTERED AGENT/SERVICE OF PROCESS ISSUES	0.50	675	337.50
12/17/21	RE	RESEARCH FILE; RESEARCH DEFENDANT RE REGISTERED AGENT; REVIEW RELATED CASES RE SAME	0.50	675	337.50
12/20/21	RE	ORDER SERVICE OF PROCESS OF SUMMONS, COMPLAINT ETC./SERVICE VIA KNOX RE CLASS ACTION CASE	0.50	675	337.50
12/21/21	RE	REVIEW FILE; REVIEW RELATED CASES AND DOCKETS; MEMO TO ND RE CORPORATION VS. PARTNERSHIP ISSUE	1.75	675	1,181.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/21/21	RE	REVIEW FILE; DRAFT AMENDMENT TO COMPLAINT/INCORRECT NAME RE PARTNERSHIP; FILE IN SD SUP. CT	1.00	675	675.00
12/22/21	PM	REVIEW LEGAL AND FACTUAL ISSUES; REVIEW EMAILS FROM RE AND ANALYZE; ADVISE RE RE COMPLAINT AND AMENDING COMPLAINT.	1.50	750	1,125.00
12/23/21	RE	CONFER W ND RE DOE AMENDMENT RE PARTNERSHIP; DRAFT DOE AMENDMENT; FILE IN SD SUP. CT.	0.60	675	405.00
12/23/21	RE	DRAFT NOTICE & ACKNOWLEDGMENT OR RECEIPT RE SERVICE OF PROCESS; INSTRUCT STAFF TO MAIL HARD COPIES; EMAIL TO DEFENSE COUNSEL WITH SUMMONS/COMPLAINT ETC.	0.60	675	405.00
12/27/21	RE	[PAGA] EDIT PAGA ONLY COMPLAINT; REVIEW & FINALIZE FOR SAME DAY FILING; CONFER W AJB RE VENUE	1.50	675	1,012.50
12/27/21	RE	[PAGA] DRAFT/PREPARE CIVIL CASE COVER SHEET & SUMMONS & ADDENDUM/STATEMENT OF LOCATION	0.60	675	405.00
12/27/21	RE	[PAGA] REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN L.A. SUP. CT.	0.75	675	506.25
12/27/21	RE	[PAGA] REVIEW COURT-RETURNED DOCUMENTS; CHECK DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/27/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATIO OF NOTICE TO LWDA	0.40	675	270.00
12/27/21	KH	REVIEW NOTICE OF RELATED CASES; RESEARCH AND OBTAIN ALL OPERATIVE COMPLAINTS FOR RELATED CASES.	0.60	250	150.00
12/27/21	PM	REVIEW LEGAL AND FACTUAL ISSUES	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND ANALYZE AND STRATEGIZE.			
12/28/21 15	KN	REVIEW STATUS AND COURT FILED DOCUMENTS; REVIEW STAFF EMAILS	0.50	950	475.00
01/04/22 15	KN	REVIEW RESEARCH AND ANALYSIS FROM PM; REVIEW RELATED CASES AND COMPLAINTS; PROVIDE INPUT TO STAFF VIA MEMO	1.00	950	950.00
01/15/22	ND	REVIEW PAYSTUBS FOR SICK PAY AND CAL. LAB. CODE 204 LATE PAYMENT OF WAGE ISSUES. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME. ANALYZE VACATION PAY AND REIMBURSEMENT CLAIMS. CONFERENCE WITH PLAINTIFF TO DISCUSS FURTHER AND PROVIDE STATUS UPDATE.	3.60	850	3,060.00
01/26/22	RE	[CLASS] DRAFT POS-010 PROOF OF SERVICE OF SUMMONS FORM; ADD NOTICE & ACKNOWLEDGMENT OF RECEIPT; FILE; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.60	675	405.00
02/01/22	PM	REVIEW COMPLAINTS AND STATUS OF RELATED ACTIONS; STRATEGIZE RE RELATED ACTIONS AND DISCOVERY.	1.50	750	1,125.00
02/08/22	KH	DRAFT INITIAL DISCOVERY IN CLASS ACTION CASE: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE WEST NOTICE); REQUEST FOR PRODUCTION; REQUEST FOR ADMISSIONS; NOTICE OF TAKING DEPOSITION; SET UP INITIAL PROOF OF SERVICE.	1.60	250	400.00
02/09/22	RE	REVIEW FILE; EMAIL TO DEFENSE COUNSEL RE ACCEPTANCE OF SERVICE VIA NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE PAGA ONLY ACTION	0.30	675	202.50
02/09/22	KH	DRAFT INITIAL DISCOVERY IN PAGA CASE: FORM INTERROGATORIES -	1.50	250	375.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE WEST NOTICE); REQUEST FOR PRODUCTION; REQUEST FOR ADMISSIONS; NOTICE OF TAKING DEPOSITION; SET UP INITIAL PROOF OF SERVICE.			
02/10/22	RE	[PAGA] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; DRAFT NOTICE AND ACKNOWLEDGMENT OF RECEIPT; EMAIL TO K. FRIEDRICHS RE SERVICE OF PAGA ONLY COMPLAINT; INSTRUCT STAFF TO MAIL HARD COPY TO D/C	0.75	675	506.25
02/14/22	PM	REVIEW COMPLAINT AND LEGAL AND FACTUAL ISSUES; REVIEW AND REVISE DISCOVERY DRAFTS.	1.50	750	1,125.00
03/07/22	RE	PREPARE POS 010 PROOF OF SERVICE OF SUMMONS FORM; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FILE; MEMO TO FIRM RE POST-SERVICE COMMENCEMENT OF WRITTEN DISCOVERY RE PAGA ONLY ACTION	0.75	675	506.25
03/11/22	CJ	PREPARE FOR AND APPEAR AT OSC HEARING	1.00	550	550.00
03/24/22	KH	DRAFT CASE MANAGEMENT STATEMENT IN CLASS ACTION.	0.30	250	75.00
03/24/22	KH	DRAFT CASE MANAGEMENT STATEMENT; REVIEW/REVISE/FINALIZE CASE MANAGEMENT STATEMENT; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICEON ALL COUNSEL.	0.70	250	175.00
03/24/22	CJ	EVALUATE CASE AND CLAIMS IN PREPARATION FOR DRAFTING CMC ST AND REVISING DISCOVERY REQS. TO DEF, PREPARE CMC ST.	1.00	550	550.00
03/25/22	CJ	PREPARE FOR AND CONDUCT M&C CALL WITH OPC RE STATUS OF CASE AND CLAIMS, ARB AGREEMENT, AND	0.75	550	412.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
CLASS LIST INFO					
03/28/22	KH	FINALIZE AND PREPARE FOR SERVICE PLAINTIFF'S INITIAL DISCOVERY REQUESTS (FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES W/ BELAIRE WEST NOTICE; REQUEST FOR PRODUCTION; REQUESTS FOR ADMISSION; NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK).	1.00	250	250.00
03/28/22	CJ	REVIEW ADN REVISE ALL SET 1 DISCOVERY REQUESTS TO DEF (FORM ROGS, RFA, RFP, SP ROGS, PMK NOTICE AND BW NOTICE), FINALIZE TO SEND TO KH FOR SERVICE	1.50	550	825.00
04/08/22	CJ	EVALUATE STATUS OF DISCOVERY RESPONSES FROM DEF, RESEARCH CASE NOTES AND CLAIMS AT ISSUE	1.00	550	550.00
04/08/22	CJ	PREPARE FOR AND ATTEND CMC, MEMOTIALIZE TO FIRM	1.00	550	550.00
04/08/22 15	KN	REVIEW STATUS AND STAFF NOTES; REVIEW FIRST SET OF DISCOVERY; REVIEW EMAIL REGARDING CMC	1.00	950	950.00
04/11/22	KH	FINALIZE INITIAL DISCOVERY PROPOUNDED TO DEFENDANTS (SPECIAL INTERROGATORIES - W/ BELAIRE WEST NOTICE; FORM INTERROGATORIES - EMPLOYMENT LAW; REQUEST FOR ADMISSIONS; REQUEST FOR PRODUCTION, NOTICE OF TAKING DEPOSITION OF DEFENDANT); PREPARE FOR HARD COPY MAIL SERVICE ON AGENT FOR SERVICE OF PROCESS.	0.70	250	175.00
04/11/22	CJ	CONTINUE EVALUATION OF PAGA CASE AND CLAIMS AND BEGIN REVISION OF PAGA DISCOVERY REQUESTS	1.00	550	550.00
04/11/22	CJ	FINAL REVISION OF PAGA DISCOVERY REQUESTS, SENT TO KH TO SEND FOR SERVICE	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/16/22	PM	REVIEW AND ANALYZE CLIENT DOCUMENTS; ANALYZE AND STRATEGIZE RE LEGAL AND FACTUAL CLAIMS.	4.00	750	3,000.00
05/16/22	CJ	RESEARCH DOCKET ADN EVALUATE CASE AND CLAIMS FOR PAGA ACTION	1.00	550	550.00
05/17/22	KH	DRAFT CASE MANAGEMENT STATEMENT IN PAGA ACTION.	0.50	250	125.00
05/17/22	KH	REVIEW/REVISE CASE MANAGEMENT STATEMENT; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON OPPOSING COUNSEL.	0.50	250	125.00
05/17/22	PM	TELEPHONIC CONFERENCE WITH DEF. COUNSEL; REVIEW COMPLAINTS FROM RELATED ACTIONS; ADVISE TEAM RE THE SAME.	0.50	750	375.00
05/17/22	CJ	PREPARE FOR AND CONDUCT T/C WITH OPC	1.00	550	550.00
05/17/22	CJ	EVALUATE STATUS OF RELATED CASE, DRAFT CMC ST.	1.00	550	550.00
05/24/22	CJ	PREPARE FOR CMC	0.75	550	412.50
05/24/22	CJ	APPEAR AT CMC, MEMORILALIZE SAME TO FIRM	0.75	550	412.50
05/24/22 15	KN	REVIEW STATUS AND UPDATES FROM STAFF; REVIEW CMC STATEMENT AND REPORT REGARDING CMC	0.50	950	475.00
<u>TOTAL BILLED HOURS</u>					
CHARLOTTE JAMES	12.75 hr	@ 550.00	\$	7,012.50	
KARLA HORNE	8.10 hr	@ 250.00	\$	2,025.00	
KYLE NORDREHAUG	8.00 hr	@ 950.00	\$	7,600.00	
NICK DEBLOUW	34.20 hr	@ 850.00	\$	29,070.00	
PIYA MUKHERJEE	11.00 hr	@ 750.00	\$	8,250.00	
RICO EHMANN	19.60 hr	@ 675.00	\$	13,230.00	
SCOTT BLUMENTHAL	5.20 hr	@ 450.00	\$	2,340.00	
TOTAL PROFESSIONAL SERVICES			100.15		<u>\$ 69,527.50</u>

COSTS ADVANCED

09/30/21	PAGA FILING FEE	75.00
10/29/21	FILING/ONE LEGAL FEE	1,489.69
12/08/21	DOCKET DOWNLOAD FEE - RELATED ACTION COMPLAINTS	60.40
12/21/21	COURT DOCUMENT FEE	6.20
12/21/21	COURT DOCUMENT FEE	11.00
12/22/21	COURT DOCUMENT FEE	4.00
12/27/21	COURT DOCKET DOCUMENT DOWNLOAD FEE	12.20
12/27/21	FILING FEE/ONELEGAL FEE	13.38
12/27/21	FILING FEE/ONELEGAL FEE	464.51
12/28/21	FILING FEE/ONELEGAL FEE	38.86
01/02/22	MESSENGER - KNOX	115.95
01/26/22	ONE LEGAL/FILING FEE	13.38
01/28/22	ONE LEGAL/FILING FEE	39.64
01/31/22	KNOX ATTORNEY SERVICES	115.95
03/08/22	ONELEGAL/COURT FILING FEE	16.68
03/09/22	ONELEGAL/COURT FILING FEE	39.38
03/24/22	ONE LEGAL FILING FEE	12.87
05/17/22	ONE LEGAL FILING FEE	<u>17.19</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,546.28</u>
TOTAL CURRENT CHARGES		<u>\$ 72,073.78</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/02/2024
Due On: 06/01/2024

Brandie Lukofnak
8817 Twin Trails Drive
San Diego, CA 92129

CA2414

Southern California Permanente Medical Group (Kaiser Permanente)

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/21/2022	Review status of action and mediation and upcoming dates.	0.25	\$750.00	\$187.50
Service	06/29/2022	Begin evaluation of Client docs and docs in file in prep for creating exhibit book	1.00	\$550.00	\$550.00
Service	07/14/2022	Doc review of P in prep for adding to exhibit book	0.50	\$550.00	\$275.00
Service	07/15/2022	Evaluate client documents and case notes, organize, update exhibit book with exhibits	1.00	\$550.00	\$550.00
Service	07/15/2022	Evaluate case and claims and draft mediation data and doc request, sent to AJB	1.00	\$550.00	\$550.00
Service	07/15/2022	Continue review and organization of client docs, update exhibit book	1.00	\$550.00	\$550.00
Service	07/18/2022	Review exhibit book; review Def. documents; analyze and strategize re claims and legal issues.	3.00	\$750.00	\$2,250.00
Service	08/08/2022	Research case posture, draft and revise CMC st., sent for filing	1.00	\$550.00	\$550.00
Service	08/09/2022	Review/revise plaintiff's case management statement; Finalize and prepare for submission to Court with E-service on all counsel.	0.50	\$250.00	\$125.00
Service	08/10/2022	Review status and CMC statement; review exhibit book and work prepared by staff	1.00	\$950.00	\$950.00

Service	08/15/2022	Analyze discovery received to date, research case and claims review case notes	1.00	\$550.00	\$550.00
Service	08/15/2022	Prepare mediation data and doc request, review OPC info, and exhibit book	1.00	\$550.00	\$550.00
Service	08/22/2022	Review case status and prepare for upcoming CMC.	0.50	\$750.00	\$375.00
Service	08/24/2022	Review case file and case documents and analyze; appear for CMC.	1.00	\$750.00	\$750.00
Service	09/14/2022	Research case and claims, draft CMC St. sent to PL	1.00	\$550.00	\$550.00
Service	09/16/2022	Draft: POS, file and serve CMC statement.	0.60	\$250.00	\$150.00
Service	09/19/2022	Analyze discovery received to date and follow up with OPC re pre mediation data and documents	0.50	\$550.00	\$275.00
Service	09/19/2022	Review emails regarding data and mediation; review case notes regarding CMC and status	0.50	\$950.00	\$475.00
Service	09/30/2022	Prepare for and appear at CMC Hearing, memorialize outcome to firm	1.00	\$550.00	\$550.00
Service	10/26/2022	Review client documents and analyze.	1.00	\$750.00	\$750.00
Service	10/28/2022	Review Def. CBA and analyze; legal research re sick pay issue.	1.00	\$750.00	\$750.00
Service	11/07/2022	Review and Analyze: review court's orders and docket; review complaint and case notes; review calendar and deadlines; advise PM	2.50	\$750.00	\$1,875.00
Service	11/10/2022	Draft: draft CMC statement; review complaint and case notes; review discovery; review status of mediation; advise PM	1.50	\$750.00	\$1,125.00
Service	11/11/2022	Review status; review analysis from PM and VR; review emails regarding discovery and CMC	0.50	\$950.00	\$475.00
Service	11/18/2022	Research status of case and draft revised CMC St.	1.00	\$550.00	\$550.00
Service	11/22/2022	Draft: draft CMC statement; review court's orders and docket; review and revise CMC statement; review correspondence between parties; advise GG	1.80	\$750.00	\$1,350.00
Service	11/28/2022	court appearance at CMC; review CMC statement; review status of discovery; review mediation confirmation; advise PM	3.10	\$750.00	\$2,325.00
Service	12/05/2022	Review and Revise: review and revise stipulation re continuance to hearing; advise PM	0.40	\$750.00	\$300.00
Service	12/05/2022	Review status of action and mediation; review stip to continue CMC and correspond with defense re the same.	0.50	\$750.00	\$375.00
Service	12/06/2022	Review status; review stipulation and emails	0.50	\$950.00	\$475.00

Service	12/09/2022	court appearance at CMC; prep; follow up	4.10	\$750.00	\$3,075.00
Service	01/04/2023	Review and analyze data produced for mediation purposes. Analyze court docket and case file. Status update to Plaintiff. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	01/06/2023	Receipt and Review of Correspondence: review correspondence between parties; review discovery and discovery requests; correspondence to Def; advise AJB	1.80	\$750.00	\$1,350.00
Service	01/06/2023	Review all pay stubs exemplars for wage statement violations and regular rate claims. Legal research regarding the same. Call Plaintiff about pay codes and wage statement claims.	3.80	\$850.00	\$3,230.00
Service	01/06/2023	Review and revise JPA. Call with Plaintiff to discuss JPA and upcoming mediation. Follow up for signature.	1.10	\$850.00	\$935.00
Service	01/09/2023	Review mediation data request.	0.50	\$750.00	\$375.00
Service	01/09/2023	Review status; review analysis of documents and discovery from ND and VR	1.00	\$950.00	\$950.00
Service	01/10/2023	Review prior settlement documents; review data from Defendant	1.50	\$950.00	\$1,425.00
Service	01/10/2023	Receipt and Review of Correspondence: receipt and review of correspondence from co-counsel; review mediation data request; review documents; advise AJB and PM	1.20	\$750.00	\$900.00
Service	01/10/2023	Review facts and law. Draft mediation brief.	7.00	\$850.00	\$5,950.00
Service	01/11/2023	Review and revise mediation brief.	2.80	\$850.00	\$2,380.00
Service	01/17/2023	Review meal and rest break claims. Legal research regarding class certification issues. Obtain settlement authority from Plaintiff. Review 204 late payment of wage claims.	3.70	\$850.00	\$3,145.00
Service	01/23/2023	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation. Analyze settlement agreement and court approval orders from previous Kaiser settlements.	2.90	\$850.00	\$2,465.00
Service	01/23/2023	Review mediation brief and materials; analysis of work and research from ND; provide input; analysis of claims for mediation	2.00	\$950.00	\$1,900.00
Service	01/24/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/25/2023	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/25/2023	Review all mediation materials including brief and exhibits attached thereto. Review and analyze expert damage and penalty report and notes and	3.00	\$850.00	\$2,550.00

		assumptions. Discuss settlement value and strengths of case with partners. Prepare for mediation.			
Service	01/25/2023	Work on mediation issues and analysis; provide input to AJ and staff; review and analyze valuation report and materials	1.50	\$950.00	\$1,425.00
Service	01/26/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	01/26/2023	Review and analyze mediation brief; strategize re action and case management.	1.00	\$750.00	\$750.00
Service	01/27/2023	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	01/27/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	01/30/2023	Review and Analyze: review and analyze stipulation re mediation; review discovery and responses; review deadlines; review documents; advise PM	2.10	\$750.00	\$1,575.00
Service	02/02/2023	Legal research regarding non-compliant meal period records and Donohue decision. Review paystubs for meal break premium payments. Review and analyze all class certification materials. Discuss issues with co-counsel.	3.30	\$850.00	\$2,805.00
Service	02/06/2023	Review status of action and discovery; review upcoming dates and deadlines; review Def. document production; review mediation brief and legal and factual issues.	1.50	\$750.00	\$1,125.00
Service	02/14/2023	Review dockets and correspondences with defense counsel; review correspondences with co-counsel; review co-counsel related action complaint and strategize re the same; review and revise notice of appearance in related action; review correspondences with defense counsel regarding setting up PMK deposition and outstanding discovery disputes.	1.50	\$750.00	\$1,125.00
Service	02/14/2023	Review and Analyze: review and analyze related cases; review complaints; review correspondence between parties; advise PM	2.10	\$750.00	\$1,575.00
Service	02/23/2023	Review and analyze class cert motion in Coffey; review status of Lukofnak actions and strategize re the same.	3.00	\$750.00	\$2,250.00
Service	02/28/2023	Review and analyze Def. document production.	2.50	\$750.00	\$1,875.00
Service	03/09/2023	Review Def. email regarding stipulated stay of actions pending Coffey case; strategize and advise AJB re the same; respond to defense.	0.75	\$750.00	\$562.50
Service	03/09/2023	Receipt and Review of Correspondence: review correspondence from Def; review discovery and status; advise PM	1.50	\$750.00	\$1,125.00
Service	03/09/2023	Review research and analysis from Staff; review class	1.00	\$950.00	\$950.00

		cert issues and Coffey ; review emails and status			
Service	04/06/2023	Review stay motion, analyze. Advise AJ.	0.75	\$995.00	\$746.25
Service	04/18/2023	draft discovery requests; review and revise discovery requests; review documents; advise GG	3.50	\$750.00	\$2,625.00
Service	04/20/2023	Review and Analyze: review discovery responses from Def; review correspondence between parties; review status of stipulation and agreement to continue motion to compel deadlines	1.00	\$750.00	\$750.00
Service	04/26/2023	Review and Analyze: review Def's CMC statement; review court's orders and docket; prepare for CMC	1.20	\$750.00	\$900.00
Service	05/05/2023	Review and Analyze: review and analyze court's orders; review docket; advise PM	0.50	\$750.00	\$375.00
Service	06/05/2023	Evaluate CMC Statement deadline, research complaint, orders, and docket, review stipulation re CMC	1.00	\$550.00	\$550.00
Service	06/05/2023	Draft CMC Statement, sent to paralegal for filing	0.75	\$550.00	\$412.50
Service	06/05/2023	Review and analyze draft CMC statement; advise team re the same.	0.50	\$750.00	\$375.00
Service	06/21/2023	Review and analyze joint stipulation to stay and CMC St to prepare for CMC, review status of case and claims	1.00	\$550.00	\$550.00
Service	06/21/2023	Evaluate status of COffee Action, review Coffee complaint and overlap	1.00	\$550.00	\$550.00
Service	06/21/2023	Appear at CMC, annotate outcome	1.00	\$550.00	\$550.00
Service	06/21/2023	Advise CJ re status of action and related action.	0.50	\$750.00	\$375.00
Service	06/21/2023	Review case notes and status following CMC	0.40	\$950.00	\$380.00
Service	06/23/2023	court appearance in related case re MTS; review MTS and opposition; advise PM	1.50	\$750.00	\$1,125.00
Service	07/10/2023	Review class certification motion briefing and analyze.	1.50	\$750.00	\$1,125.00
Service	07/12/2023	Continue review of Sp Rog and RFP Responses and draft meet and confer correspondence to OPC re deficiencies	1.00	\$550.00	\$550.00
Service	07/12/2023	Continue review of Form Rogs and RFA Responses and draft meet and confer correspondence to OPC re deficiencies , finalize letter and sent to OPC	1.00	\$550.00	\$550.00
Service	07/12/2023	Review Coffey status; review class cert motion; review analysis from PM	1.00	\$950.00	\$950.00
Service	07/13/2023	Review status of actions and upcoming discovery motion deadlines; email defense counsel re the same.	0.50	\$750.00	\$375.00

Service	08/03/2023	Analyze related Coffee Action, research ROA and download/ analyze relevant orders re related Coffee Case	1.00	\$550.00	\$550.00
Service	09/06/2023	Research status of related Coffee action, ROA, prior orders, status of claims, and CMC deadlines	1.50	\$550.00	\$825.00
Service	09/20/2023	Review status of related action and review docket re upcoming CMC.	0.25	\$750.00	\$187.50
Service	09/21/2023	Attend Coffey matter CMC; review class cert motion and legal research re the same.	1.50	\$750.00	\$1,125.00
Service	10/20/2023	Review/analyze corr from cocounsel and attachments. Review/analyze reply. Analyze potential to resume settlement discussions/settle prior to cert. Prep for call w/ cocounsel/mediator.	4.00	\$895.00	\$3,580.00
Service	11/01/2023	Review/analyze corr from co-counsel re: communicating w/ mediator. Review/analyze defendant's defenses/briefing. Prep for call w/ cocounsel and mediator. Prep for cert hearing.	5.00	\$895.00	\$4,475.00
Service	11/02/2023	Prep for and have call w/ cocounsel re settlement.	2.00	\$895.00	\$1,790.00
Service	11/07/2023	Review corr from cocounsel and related complaint attached. Analyze overlap / coordination / consolidation / reverse auction issues. Draft / send response. Analyze next steps to prep for cert / settle case.	3.00	\$895.00	\$2,685.00
Service	11/09/2023	Review voicemail from mediator. Prep for and have call w/ mediator. Set up call w/ cocounsel. Prep for and have call w/ cocounsel. Analyze status of case and potential for settlement / reasonableness of settlement.	3.00	\$895.00	\$2,685.00
Service	11/10/2023	Review case. Exchange corr w/ cocounsel. Re: Settlement - Prep for and have Call w/ mediator. Review/analyze voicemail from mediator. Prep for and have Call w/ cocounsel.	3.00	\$895.00	\$2,685.00
Service	11/11/2023	Review mediator's proposal letter; review emails; respond	0.50	\$950.00	\$475.00
Service	11/13/2023	Review/analyze mediator's proposal; discuss with AJB re value	0.40	\$750.00	\$300.00
Service	11/13/2023	Review/revise MOU. Send edits to cocounsel. Review/ analyze responses by cocounsel and defense attorney.	3.00	\$895.00	\$2,685.00
Service	11/16/2023	Confer w/ cocounsel re settlement/status conf. Draft/ send memo to staff re same. Prep for same.	3.00	\$895.00	\$2,685.00
Service	11/17/2023	court appearance at status conference; review correspondence between parties; review court's orders and docket; advise PM and KN	2.80	\$750.00	\$2,100.00
Service	11/17/2023	Review MOU and status; review memo from AJ; discuss case with staff	1.00	\$950.00	\$950.00

Service	11/21/2023	Review and analyze corr from plaintiff re retaliation claim and memo from partner re same. Draft/send corr to partner re same.	3.00	\$895.00	\$2,685.00
Service	12/12/2023	Review/analyze MOU/changes to MOU. Review/analyze overlapping settlements. Prep and appear for call w/ defense counsel and cocounsel. Review/analyze co-counsel's changes to MOU. Revise MOU and draft/send corr w/ revised MOU to cocounsel.	3.00	\$895.00	\$2,685.00
Service	12/12/2023	Review MOU, analyze, advise AJ.	2.75	\$995.00	\$2,736.25
Service	12/12/2023	Review MOU and revisions; analysis of same; advise AJ	1.00	\$950.00	\$950.00
Service	12/13/2023	Review MOU revision. Analyze. Advise AJ.	2.25	\$995.00	\$2,238.75
Service	12/14/2023	Review/analyze/draft cmc statement. Prep for CMC.	2.00	\$895.00	\$1,790.00
Service	12/20/2023	Evaluate status of related case, class case and PAGA case in prep for CMC	1.00	\$550.00	\$550.00
Service	12/20/2023	Research ROA and status of Coffee action, review correspondence from co counsel and advise PM	1.00	\$550.00	\$550.00
Service	12/21/2023	Draft: Draft Notice of Ruling, check ROA for minute order.	0.47	\$250.00	\$118.26
Service	12/21/2023	Continue preparation for CMC, evaluate MOU issues and settlement/ preliminary approval issues and timing related to same	1.00	\$550.00	\$550.00
Service	12/21/2023	Appear at CMC, memorialize outcome to firm	1.50	\$550.00	\$825.00
Service	12/21/2023	Review status; review memo re CMC	0.40	\$950.00	\$380.00
Service	12/22/2023	Review and finalize Notice of Ruling, file and serve	0.40	\$250.00	\$100.00
Service	12/27/2023	Draft Long form - analyze.	2.50	\$995.00	\$2,487.50
Service	12/29/2023	Draft amended complaint; review co-counsel complaint and MOU and analyze re amended complaint.	6.50	\$750.00	\$4,875.00
Service	12/30/2023	Review status; review issues for amended complaint; revie current draft of amended complaint; advise PM	1.50	\$950.00	\$1,425.00
Service	01/02/2024	Review revisions to MOU; review ex parte papers; review emails	1.00	\$950.00	\$950.00
Service	01/02/2024	Review/revise MOU. Prep / appear for call w/ cocounsel. Review/analyze/prep for ex parte.	3.00	\$895.00	\$2,685.00
Service	01/02/2024	Review and analyze MOU; review and revise draft amended complaint; draft stipulation for leave to file amended complaint; review ex parte papers and advise team re the same.	5.00	\$750.00	\$3,750.00
Service	01/03/2024	Review draft motion and TAC; review emails; convert to	1.00	\$950.00	\$950.00

Word format and respond to Def					
Service	01/03/2024	Review/analyze/respond to partner re mediation issues and motion for preliminary approval. Prep and appear for call w/ cocounsel re same. Report to managing partner, NBB. Review/analyze/respond re most recent changes to MOU.	3.00	\$895.00	\$2,685.00
Service	01/03/2024	Draft declaration ISO motion for prelim; emails with AJ and NBB re plan and next steps	2.00	\$950.00	\$1,900.00
Service	01/03/2024	court appearance at ex parte hrg; review ex parte papers; advise PM	2.50	\$750.00	\$1,875.00
Service	01/03/2024	Review draft motion; review emails; review memo from VR; analysis of issues	1.50	\$950.00	\$1,425.00
Service	01/03/2024	Review and revise amended complaint; review latest iteration of MOU and analyze re amended complaint revisions.	4.00	\$750.00	\$3,000.00
Service	01/03/2024	review prelim motion papers, analyze, advise KN.	3.00	\$995.00	\$2,985.00
Service	01/03/2024	Review memo from AJ regarding mediation and settlement issues ; review revisions to MOU and report from AJ regarding status and MOU	1.80	\$950.00	\$1,710.00
Service	01/04/2024	Review papers filed ISO prelim app. Prep for hearing. Review def's statement re class size. Analyze impact on settlement/valuation.	2.00	\$895.00	\$1,790.00
Service	01/04/2024	Review motion for preliminary approval; prepare approval outline; review input from NBB and AJ regarding settlement and approval issues; analysis of issues	2.25	\$950.00	\$2,137.50
Service	01/09/2024	Review final draft of MOU; compare with prior and review status of settlement; discuss	0.50	\$950.00	\$475.00
Service	01/09/2024	Review long form prelim motion. Analyze.	2.50	\$995.00	\$2,487.50
Service	01/11/2024	Review and revise draft Agreement; memo to co-counsel; discuss with NBB; provide instructions to staff; prepare insert and notes for draft Agreement; review final MOU to ensure consistency.	3.75	\$950.00	\$3,562.50
Service	01/11/2024	Review/analyze draft of long form SA. Discuss w/ partners.	3.00	\$895.00	\$2,685.00
Service	01/11/2024	Review and analyze MOU and long-form settlement agreement; draft individual settlement agreement.	2.00	\$750.00	\$1,500.00
Service	01/11/2024	Review and analyze MOU terms. Discuss settlement terms with Plaintiff. Send for signature. Follow up to discuss.	1.30	\$850.00	\$1,105.00
Service	01/12/2024	Correct formatting on settlement agreement.	0.60	\$250.00	\$150.00

Service	01/12/2024	Draft/review/revise individual settlement agreement; review and analyze long form class and PAGA agreement.	2.50	\$750.00	\$1,875.00
Service	01/12/2024	Review and analyze settlement agreement, advise KN.	2.50	\$995.00	\$2,487.50
Service	01/12/2024	Review status; discuss issues with NDD and respond to questions; research issue	0.75	\$950.00	\$712.50
Service	01/15/2024	Review revised draft of individual agreement; advise PM	0.50	\$950.00	\$475.00
Service	01/15/2024	Review/analyze draft of individual settlement agreement and corr from client re medical coverage. Research issues and advise.	3.00	\$895.00	\$2,685.00
Service	01/15/2024	Review and revise individual agreement; correspond with defense counsel re the same.	0.50	\$750.00	\$375.00
Service	01/17/2024	Review/sign / circulate finalized MOU. Review/analyze def's changes to long form.	3.00	\$895.00	\$2,685.00
Service	01/17/2024	Review Def revisions to Agreement and Class Notice; email co-counsel re final issue	1.00	\$950.00	\$950.00
Service	01/17/2024	Review final agreement; memo to staff	1.00	\$950.00	\$950.00
Service	01/17/2024	Final settlement agreement for execution. Analyze.	2.50	\$995.00	\$2,487.50
Service	01/18/2024	Review settlement agreement for conformity with MOU. Send agreement to Plaintiff. Call with Plaintiff to discuss terms and timing of payment.	1.30	\$850.00	\$1,105.00
Service	01/25/2024	Review status and emails; review docket; download tentative ruling and email counsel	0.50	\$950.00	\$475.00
Service	01/25/2024	Review tentative ruling on approval. Prep for hearing and analyze revisions needed for settlement agreement.	3.00	\$895.00	\$2,685.00
Service	01/25/2024	Review revisions to the Class Notice; review revised prop order; provide input to co-counsel	0.50	\$950.00	\$475.00
Service	01/26/2024	Court appearance - motion for preliminary approval; prepare for hearing and review documents; review revised class notice; revise class notice further' email counsel; review Defendant's further revisions to class notice and respond.	1.50	\$950.00	\$1,425.00
Service	01/31/2024	Review notice of related cases, search ROA for related actions, download to file and inform team.	0.50	\$250.00	\$125.00
Service	02/07/2024	Review docket and review order vacating trial date; advise team re the same and upcoming date.	0.50	\$750.00	\$375.00
Service	02/08/2024	Review Admin email and timeline; respond; review amended complaint documens	0.50	\$950.00	\$475.00

Service	02/13/2024	Review docket and pull TAC; review TAC; memo to staff	0.50	\$950.00	\$475.00
Service	02/22/2024	Review long form, analyze law.	3.00	\$995.00	\$2,985.00
Service	02/23/2024	Review long form, analyze facts.	2.75	\$995.00	\$2,736.25
Service	02/24/2024	Analyze how to proceed. Advise co - counsel.	2.50	\$995.00	\$2,487.50
Service	02/26/2024	Research issues re inadvertent omission of MOU term from longform agreement; advise KN	1.50	\$750.00	\$1,125.00
Service	02/26/2024	Analysis of issues; emails with counsel; draft stipulation re Admin issues	1.50	\$950.00	\$1,425.00
Service	02/26/2024	Review and Analyze: review settlement agreement and MOU; review correspondence between parties; advise PM and NB	1.20	\$750.00	\$900.00
Service	02/26/2024	Review long form settlement agreement; review correspondences regarding review of long form settlement agreement.	1.00	\$750.00	\$750.00
Service	02/26/2024	Review/analyze/discuss escalator clause issues in reference to long form/MOU/emails w/ admin.	3.00	\$895.00	\$2,685.00
Service	02/26/2024	Review agreements, analyze. Confer with KN. Advise Co-Counsel.	2.50	\$995.00	\$2,487.50
Service	02/27/2024	Analysis of class data issues; emails with Defendant and co-counsel; revise stipulation; review prior emails and motion to insure conformity; review ex parte docs.	1.30	\$950.00	\$1,235.00
Service	02/29/2024	Court appearance - ex parte	0.50	\$950.00	\$475.00
Service	02/29/2024	Review/analyze/update calendar/case notes re result of ex parte hearing.	1.00	\$895.00	\$895.00
Service	03/14/2024	Review and respond to class member inquiries.	1.00	\$850.00	\$850.00
Service	03/22/2024	Draft: draft requests for dismissal and supporting documents; review settlement agreement and amended complaint; advise PM and KN; correspondence to Def	3.20	\$750.00	\$2,400.00
Service	03/22/2024	Advise team re dismissals of Lukofnak actions; review draft requests for dismissal.	0.50	\$750.00	\$375.00
Service	03/22/2024	Review dockets for Lukofnak matters; review draft request for dismissal.	0.50	\$750.00	\$375.00
Service	04/02/2024	Review status; review Admin report; assess class member issues.	0.60	\$950.00	\$570.00
Service	04/08/2024	Review preliminary approval papers and docket for Coffey matter.	0.50	\$750.00	\$375.00
Service	04/09/2024	Review objection to settlement; strategize re final approval.	1.00	\$750.00	\$750.00

Service	04/09/2024	Review status; review Admin report; review class member correspondence and analyze issues regarding opt out versus objection; emails with co-counsel.	1.00	\$950.00	\$950.00
Service	04/10/2024	Review objections to settlement. Analyze agreement and objection process. Calls and emails with class members regarding questions about class settlement notice. Update partners.	2.00	\$850.00	\$1,700.00
Service	04/12/2024	Work on settlement issues; Tel conference with class member representative	0.50	\$950.00	\$475.00
Service	04/14/2024	Review and analyze MOU; review and analyze preliminary approval motion and order granting preliminary approval motion; strategize re final approval motion; begin drafting final approval motion.	3.50	\$750.00	\$2,625.00
Service	04/16/2024	Draft/review/revise final approval motion.	3.50	\$750.00	\$2,625.00
Service	04/18/2024	Work on draft of motion for final approval; review status and research issues; email co-counsel regarding draft motion	2.00	\$950.00	\$1,900.00
Service	04/24/2024	Work on motion for final approval; email Defendant; prepare draft of the proposed order; emails with co-counsel	2.80	\$950.00	\$2,660.00
Service	04/26/2024	Review revisions to final approval motion; begin drafting declaration in support of final approval.	2.50	\$750.00	\$1,875.00
Service	04/27/2024	Draft declaration of NBB in support of final approval motion.	3.00	\$750.00	\$2,250.00
Service	04/28/2024	Review and revise declaration in support of final approval; review and revise final approval motion and tables.	2.50	\$750.00	\$1,875.00
Service	04/29/2024	Review file; draft declaration of Brandie Lukofnak re final approval/class rep service payment request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	04/29/2024	Work on settlement issues; review and respond to emails	0.75	\$950.00	\$712.50
Service	04/29/2024	Review status of individual agreement; review and revise individual agreement.	0.50	\$750.00	\$375.00
Service	04/30/2024	Review / analyze objections.	2.00	\$895.00	\$1,790.00
Service	04/30/2024	Analysis of Administration decl and issues re class members; discuss with co-counsel; memo to staff; provide revisions to Administrator decl; revie emails regarding notice status; respond	1.50	\$950.00	\$1,425.00
Service	04/30/2024	Review final approval motion; review and analyze Def. revisions to individual settlement agreement and advise ND re the same.	1.50	\$750.00	\$1,125.00

Service	04/30/2024	Review Def. revisions to individual agreement and review and revise draft individual agreement.	0.75	\$750.00	\$562.50
Service	04/30/2024	Review and revise motion per Defendant comments; review updates on class member discussions; discuss with AJ and ND	2.00	\$950.00	\$1,900.00
Service	05/01/2024	Review emails regarding class member issues; review settlement issues; advise PM	1.00	\$950.00	\$950.00
Service	05/01/2024	Review and revise declaration ISO motion	2.00	\$950.00	\$1,900.00
Service	05/01/2024	Review billing statement for accuracy; identify issues to correct; memo to staff	1.00	\$950.00	\$950.00
Service	05/01/2024	Review and revise proposed order	0.60	\$950.00	\$570.00
Service	05/01/2024	Review additional class member correspondence; review Admin information; discuss with counsel; send additional requests and edits to the Admin; conf call with co-counsel	1.00	\$950.00	\$950.00
Service	05/01/2024	Phone conference with plaintiff Brandie Lukofnak re draft declaration and status of individual agreement	0.50	\$675.00	\$337.50
Service	05/01/2024	Review and revise individual settlement agreement; review declaration from TPA.	0.75	\$750.00	\$562.50
Service	05/02/2024	Review emails regarding opt outs and Administration; respond to issues; review and revise Administrator's updated declaration; provide redlines	1.00	\$950.00	\$950.00
Service	05/02/2024	Work on settlement issues and approval motion; review and revise motion and declaration for final; insert final figures and cites; file and serve motion	5.50	\$950.00	\$5,225.00
Services Subtotal				\$285,505.76	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	08/03/2022	Mediation Fees - David Rotman	1.00	\$13,250.00	\$13,250.00
Expense	08/09/2022	One Legal filing fee	1.00	\$17.19	\$17.19
Expense	10/13/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	10/28/2022	USDC - Southern District download	1.00	\$19.00	\$19.00
Expense	11/09/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	02/08/2023	Berger Consulting	1.00	\$7,350.00	\$7,350.00
Expense	06/06/2023	One Legal Filing Fee	1.00	\$17.66	\$17.66
Expense	08/03/2023	SD Superior Court docket download fee.	1.00	\$6.00	\$6.00

Expense	09/01/2023	Lexis Nexis	1.00	\$382.00	\$382.00
Expense	01/05/2024	One Legal filing fee	1.00	\$17.66	\$17.66
Expense	02/05/2024	LexisNexis	1.00	\$58.00	\$58.00
Expense	03/04/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	04/01/2024	LexisNexis	1.00	\$231.00	\$231.00
Expense	05/02/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$21,662.89	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	68.0	\$895.00	\$60,860.00
Norm Blumenthal	29.5	\$995.00	\$29,352.50
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	37.7	\$850.00	\$32,045.00
Ricardo Ehmann	3.0	\$675.00	\$2,025.00
Jeffrey Herman	1.9	\$750.00	\$1,425.00
Charlotte James	24.75	\$550.00	\$13,612.50
Piya Mukherjee	65.75	\$750.00	\$49,312.50
Kyle Nordrehaug	62.4	\$950.00	\$59,280.00
Victoria Rivapalacio	39.5	\$750.00	\$29,625.00
Gerardo Galaviz	2.57	\$250.00	\$643.26
Karla Horne	0.5	\$250.00	\$125.00
Subtotal			\$307,168.65
Total			\$307,168.65

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/01/2024	\$307,168.65	\$0.00	\$307,168.65

Outstanding Balance	\$307,168.65
Total Amount Outstanding	\$307,168.65

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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