

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

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

EDWARD VIRGEN III, HOLLY ALSOP,
and CHRISTOPHER SHEA
O'DONNELL, on behalf of the State of
California, as private attorney generals,
and as individuals, on behalf of themselves
and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

CURALEAF CA, INC., a California
Corporation; CURA CA LLC, a California
Limited Liability Company; CURA CS
INC., a Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 34-2022-00314655-CU-OE-GDS

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

Reservation ID: #A-314655-003

Hearing Date: January 17, 2025

Hearing Time: 9:00 a.m.

*[Hearing scheduled by Order dated June 28, 2024
and continued on September 18, 2024]*

Judge: Hon. Lauri A. Damrell

Dept.: 22

Action Filed: January 27, 2022

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 Holly Alsop, Christopher Shea O'Donnell, and Edward
4 Virgen III ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history
5 of this matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein. This declaration is being submitted in support to
7 the Plaintiffs' motion for final approval of the class settlement, including attorneys' fees, costs and
8 service awards.

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

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Curaleaf
2 CA, Inc., Cura CA LLC, and Cura CS Inc. ("Defendants") reached a full and final settlement of the
3 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
4 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Five Hundred
5 Fifty-One Thousand Four Hundred Fifty-Nine Dollars (\$551,459) (the "Gross Settlement Amount")
6 (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the
7 following elements: (1) payment of the Individual Class Payments to the Participating Class Members;
8 (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration
9 Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs; and (5) the PAGA
10 Penalties payment. (Agreement at ¶ 1.22.)

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

14 (c) No later than thirty (30) days after the Effective Date, Defendant shall deposit the Gross
15 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class
16 Payments to Participating Class Members along with the other Court-approved distributions shall be
17 made by the Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount.
18 (Agreement at ¶ 5.1.)

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

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National
3 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
4 Makenna Snow ("Snow Decl.") ¶ 8. Class Members were provided with the opportunity to exclude
5 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)
6 Snow Decl. ¶ 12, Exh. A. No Class Member objected and only two Class Members submitted a request
7 for exclusion. Snow Decl. ¶¶ 12-15. Therefore, nearly all Class Members (99.26%) are deemed
8 Participating Class Members who are bound by the Settlement and will be entitled to receive a Settlement
9 Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out
10 request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of
11 the Released PAGA Claims regardless of their request for exclusion from the Class. (Agreement at ¶¶
12 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to object to the
13 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

14 (f) A Participating Class Member must cash his or her Individual Class Payment check within
15 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
16 be voided and any funds represented by such checks sent to the California Controller's Unclaimed
17 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
18 requirements of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

19 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
20 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
21 in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).) As set forth in the Snow Decl. at ¶ 19, the
22 Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees
23 and costs for completion of the settlement administration, are \$8,500.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$12,500 each to the Plaintiffs as

1 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these requests for
2 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary
3 support, including lodestar.

4 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
5 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
6 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$10,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
7 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
8 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
9 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
10 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
11 forth in the accompanying proof of service, the LWDA has been served with this motion and the
12 Agreement.

13 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
14 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
15 is "fair, adequate, and reasonable." (Preliminary Approval Order at 2:16-19.) In sum, the Settlement
16 valued at \$551,459 is an excellent result for the Class. This result is particularly favorable in light of the
17 fact that liability and class certification in this case were far from certain in light of the defenses asserted
18 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
19 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
20 reasonable and adequate, and should be finally approved.

21
22 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
23 dated June 28, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
24 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September
25 20, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
26 provided each class member with the terms of the Settlement, including notice of the claims at issue and
27 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
28 being sought, how individual settlement awards would be calculated, and the specific, estimated payment

1 amount to that individual. See Declaration of Makenna Snow (“Snow Decl.”) ¶ 8, Exh. A. In
2 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
3 Preliminary Approval Order. Significantly, there have been no objections and only two (2) requests to
4 opt-out. Snow Decl. ¶¶ 12-13. As such, nearly the entire Class (99.26%) will participate in the Settlement
5 and will be sent a settlement check. *See* Snow Decl. at ¶¶ 15-17.

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

15
16 6. Procedural History of the Litigation

17 (a) On October 29, 2021, Plaintiff Edward Vigen III filed with the LWDA and served on
18 Defendants a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
19 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On
20 February 6, 2023, the Plaintiffs filed with the LWDA and served on Defendants an additional notice
21 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
22 on behalf of Aggrieved Employees for various Labor Code violations.

23 (b) On January 27, 2022, Plaintiff Edward Virgen III filed a class action Complaint against
24 Defendants in the Superior Court of the State of California, County of Sacramento. This class action
25 Complaint asserted claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof.
26 Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§
27 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510,
28 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 September 30, 2021, plaintiff Noel Hudson filed a PAGA action ("PAGA Action"). On January 27, 2022, Plaintiff Edward Virgen III filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Sacramento, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 37-2021-00011774-CU-OE-CTL (hereinafter "PAGA Action").

(c) On October 6, 2022, the Court ordered this Action and the PAGA Action consolidated for all purposes. On August 30, 2023, Plaintiff Edward Virgen III filed a First Amended Consolidated Class Action and Representative Action Complaint, which added Plaintiffs Holly Alsop and Christopher Shea O'Donnell as additional named Plaintiffs and class representatives. The First Amended Consolidated Class Action and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

(d) Over the course of litigation, the Parties engaged in the investigation of the claims, including formal discovery, and the production of hundreds of pages of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the class covering 80,184 shifts and 17,488 workweeks (which means that all time data for the class was provided and not jsut a dampling) ; (3) Defendants' wage and hour policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

(e) Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have vigorously litigated the Action since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have engaged in significant research and investigation in connection with the Action. Plaintiffs propounded

1 and obtained formal discovery from the Defendants. Class Counsel has thoroughly analyzed the value
2 of the claims during the prosecution of this Action and utilized an expert to perform an analysis of the
3 data and valuation of the claims.

4 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior
5 to mediation, the Parties engaged in the above investigation and the exchange of documents and
6 information in connection with the Action. On August 16, 2023, the Parties participated in an all-day
7 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
8 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
9 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
10 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
11 At all times, the negotiations were arm's length and contentious.

12 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
13 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
14 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
15 among other things, that they have complied at all times with the California Labor Code, applicable Wage
16 Order, and all other laws and regulations. Further, Defendants contend that class certification is
17 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
18 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
19 certification on the basis that the claims meet the requisites for class certification. Without admitting that
20 class certification is proper, Defendants have stipulated that the above Class may be certified for
21 settlement purposes only. (Agreement at ¶ 2.9) The Parties agree that certification for settlement
22 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
23 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
24 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
25 certification with respect to the Class are satisfied.

26 (h) Class Counsel has conducted an investigation into the facts of the class action. Both formal
27 and informal discovery was obtained, which included the production of hundreds of pages of documents.
28 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the

1 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
2 sufficient information to make an informed judgment regarding the likelihood of success on the merits
3 and the results that could be obtained through further litigation. In addition, Class Counsel previously
4 negotiated settlements with other employers in actions involving nearly identical issues and analogous
5 defenses. Based on the foregoing data and their own independent investigation, evaluation and
6 experience, Class Counsel believes that the settlement with Defendants on the terms set forth in the
7 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
8 facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and
9 potential appellate issues.

10 11 7. History of Settlement Discussions

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

18 (b) The Parties attended an arms-length mediation session with Tripper Ortman, a respected and
19 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
20 for the mediation, Defendants provided Class Counsel with payroll and employment data and other
21 information regarding the Class Members, various internal documents, and other compensation and
22 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
23 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
24 terms were negotiated and set forth in the Agreement.

25 (c) Following mediation, in March 2024 the Agreement was finalized and executed, and on
26 April 4, 2024 for the Motion for Preliminary Approval was filed. The Parties then provided supplemental
27 briefing to address certain issues raised by the Court in its April 26, 2024 tentative ruling, and on June
28 28, 2024 the Court issued its Preliminary Approval Order granting preliminary approved of the settlement

1 as fair, adequate, and reasonable to the Class.

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

4
5 8. The outcome of this case would have been uncertain and fraught with risks.

6 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
7 Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied with
8 all applicable Labor laws. Defendants argued that Class Members were paid for all time worked, that all
9 work time was properly recorded, and that the regular rate was properly calculated. Defendants contend
10 that its meal and rest period policies fully complied with California law and Defendants did not fail to
11 provide the opportunity for legally required meal and rest breaks. Defendants could argue that their
12 payment of significant meal period premiums is evidence of lawful practices. Defendants contend that
13 there was no failure to pay for business expenses and any cell phone usage was merely convenient and
14 voluntary such that reimbursement was not legally required. Finally, Defendants could argue that the
15 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs'
16 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants also
17 argue that based on their facially lawful practices, Defendants acted in good faith and without willfulness,
18 which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
19 If successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class.
20 While Plaintiffs believe that these defenses could be overcome, Defendants maintain these defenses have
21 merit and therefore present a serious risk to recovery by the Class. While Plaintiffs believes that these
22 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
23 serious risk to recovery by the Class.

24 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
25 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
26 of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed
27 the propriety of class certification, arguing that individual issues precluded class certification. Further,
28 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.

1 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
2 been certified. While other cases have approved class certification in wage and hour claims, class
3 certification in this action was hotly disputed and the maintenance of a certified class through trial was
4 by no means a foregone conclusion.

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

20 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'
21 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
22 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
23 favorably to the value of the claims. Based upon 268 Participating Class Members who collectively
24 worked an estimated 18,780 workweeks, the Gross Settlement Amount provides an average value of
25 \$2,057 per Class Member and \$29 per workweek and after deductions the Net Settlement Amount
26 provides an average recovery of \$1,069.55 per Class Member and a recovery of \$15.26 per workweek.
27 The calculations to compensate for the amount due for the Class at the time of the mediation were
28 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in

1 this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for
2 the employees. The maximum potential damages were calculated to be \$151,493 for the alleged unpaid
3 wages due to off-the-clock work at 5 minutes per shift, \$5,399 for the alleged unpaid wages due to the
4 regular rate miscalculation applicable to overtime, \$6,598 for the alleged unpaid wages due to the regular
5 rate miscalculation applicable to meal premiums and sick pay, \$349,514 for alleged meal period damages
6 based upon a 37.6% potential violation rate for shifts worked observed in the time records and after
7 deducting the meal premiums (\$93,538) actually paid by Defendants, \$502,500 for alleged rest period
8 damages based upon the same potential 37.6% violation rate observed for meal periods, \$21,980 for
9 alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the
10 total damage valuation was calculated that Defendants were subject to a maximum damage claim in the
11 amount of \$1,037,484. As to potential penalties, Plaintiffs calculated that potential waiting time
12 penalties were a maximum range of between \$399,812 and \$1,106,849, depending on the predicate
13 violation, and potential maximum wage statement penalties were \$240,000.¹ Defendants vigorously
14 disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount of
15 \$551,459 represents more than 53% of the maximum value of the alleged damages at issue in this case
16 at the time this Settlement was negotiated, assuming those amounts could be proven at trial.² Importantly,
17 the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec.*
18 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage
19 statement penalties, even if wages were owed to the Class. The above maximum calculations should then
20 be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide

21
22 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class
26 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
27 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
28 as to whether and when the wages were due.").

29 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
30 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
31 PAGA claim was addressed in Motion for Preliminary Approval at ¶133 of the Declaration of
32 Nordrehaug.

1 liability on all claims. Given the amount of the settlement as compared to the potential value of claims
2 in this case and the defenses asserted by Defendants, this settlement is fair and reasonable.³ Clearly, the
3 goal of this litigation has been met.

4 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
5 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
6 defenses both to liability and to class certification. Currently, the maximum and average class member
7 allocation are \$1,069.55 and \$3,235.77, respectively. *See* Snow Decl. ¶ 17. Given the complexities of
8 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
9 reasonable and adequate, and should be finally approved.

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

15
16 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

19 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
20 fund settlement to be paid by Defendants to the Class in the amount of Five Hundred Fifty-One Thousand

21
22 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
27 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
28 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *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 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 maximum valuation).

1 Four Hundred Fifty-Nine Dollars (\$551,459) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement,
2 the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount
3 as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
4 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
5 Settlement Amount.

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

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

16
17 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
18 Created for the Benefit of the Class

19 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
20 of the Gross Settlement Amount of \$551,459 which equals \$183,819 for attorneys' fees. As part of the
21 Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations expenses
22 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendants
23 also agreed that Plaintiffs can be awarded a Class Representative Service Payments in the amount of
24 \$12,500, as their service awards under the Agreement.

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

1 that takes place in the legal market place.

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

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

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

23 (f) The Settlement was possible only because Class Counsel was able to convince Defendants
24 that Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class
25 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
26 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
27 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by the
28 vigorous defense presented by counsel for Defendants. Over the last years of litigation, Class Counsel

1 was required to invest substantial time and resources in investigation, litigation, the determination of
2 potential damages and communicating with and responding to opposing counsel's and class members'
3 requests and inquiries.

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

8 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
9 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
10 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
11 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
12 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
13 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
14 Counsel advanced more than \$24,000 in costs which could not have been recovered if this case had been
15 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,
16 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
17 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
18 Plaintiffs also support the requested awards.

19 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
20 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
21 one-third equal to \$183,819 is also established by reference to Class Counsel's lodestar in this matter.
22 **The billing records for Class Counsel evidence that through December 18, 2024, Class Counsel's**
23 **lodestar is \$289,700.44, with significant additional fees still to be incurred to complete final**
24 **approval and the settlement process.** The requested fee award is therefore less than Class Counsel's
25 total lodestar, representing a negative multiplier, and there will be additional lodestar incurred by Class
26 Counsel to complete the settlement process and manage the settlement distribution and reports. Such
27 cross-check is well below the range of positive multipliers approved in other cases such as *Laffitte* and
28

1 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As evidenced by the billing, Class
2 Counsel's work was efficiently performed and highly successful, and Class Counsel should not be
3 punished for efficient and successful litigation. As a result, this Court may conclude that the requested
4 award is fair and reasonable and is justified under California law.

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

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

24 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051(3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *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) (2.26
multiplier).

(Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award

1 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
2 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
3 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
4 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
5 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
6 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
7 a wage and hour class settlement.

8 12. **The contemporaneous billing records for Class Counsel evidence that through**
9 **December 18, 2024, Class Counsel's lodestar is \$289,700.44, with significant additional fees still to**
10 **be incurred to complete final approval and the settlement process.** From October 1, 2021 to
11 December 18, 2024, my firm worked on this matter for over 450 hours, with hourly rates for attorneys
12 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
13 \$289,700.44. The requested fee award is therefore less than to Class Counsel's total lodestar,
14 representing a negative multiplier, and there will be additional lodestar incurred by Class Counsel to
15 complete the settlement process and manage the settlement distribution and reports. A detailed
16 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
17 Exhibits #3 and 4.⁵ In addition, Class Counsel will be performing significant additional work that is not
18 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
19 final approval, and monitoring completion of the settlement process. I expect this additional work will
20 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
21 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
22 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
23 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
24 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates
25 have been approved by Court's throughout California, including the Courts in the Superior Court of
26

27
28 ⁵ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to December 18, 2024.

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

20
21 Litigation Expenses

22 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
23 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel requests reimbursement
24 for incurred litigation expenses and costs in the amount of \$24,169.51. Class Counsel have incurred
25 \$24,169.51 based upon counsel’s billing records, and these litigation expenses include the expenses
26 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service
27 charges (Knox, OneLegal), all of which are costs normally billed to and paid by the client. The details
28

1 of the litigation expenses incurred are set forth the Blumenthal Decl. at ¶13 and Exhibits #3 and 4.⁶
2 These costs were reasonably incurred in the prosecution of the Action.

3
4 Service Award

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

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27
28 ⁶ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to December 18, 2024.

1 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser*
2 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service
3 award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014
4 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was \$375);
5 *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where
6 the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007
7 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage
8 class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County
9 Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case
10 No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v.*
11 *American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
12 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
13 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker*
14 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding
15 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
16 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service
17 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
18 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
19 Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v.*
20 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
21 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
22 BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill*
23 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
24 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
25 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award
26 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
27 BC373910, Los Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz*
28 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,

2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 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 award is 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 class representatives as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them 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

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

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
13 expenses in the amount of \$24,169.51, and approval of the requested service awards to the Plaintiffs.

14 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
15 The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal Nordrehaug Bhowmik
16 De Blouw LLP.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct. Executed this 18th day of December, 2024, at San Diego, California.

19 /s/ Norman Blumenthal
20 NORMAN B. BLUMENTHAL
21
22
23
24

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

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

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

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (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; Figuroa 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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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. 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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Holly Alsop, Christopher Shea O’Donnell, and Edward Virgen III (“Plaintiffs”) and defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Edward Virgen III et al. v. Curaleaf CA, Inc. et al.*, Case No. 34-2022-00314655, initiated on January 27, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. in the State of California on a non-exempt basis at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

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

- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 27, 2018 through the earlier of preliminary approval or November 16, 2023.
- 1.14. “Class Representative” means Holly Alsop, Christopher Shea O’Donnell, and Edward Virgen III, the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.

- 1.17. “Defendants” means Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc.
- 1.18. “Defense Counsel” means Mark Wallin and Caroline Dickey of Barnes & Thornburg, LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Fifty-One Thousand Four Hundred Fifty-Nine Dollars (\$551,459) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Consolidated Class Action and Representative Action Complaint filed in this Action.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 27, 2021 through the earlier of preliminary approval or November 16, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff Edward Virgen III’s October 29, 2021 letter to Defendants and the LWDA and Plaintiffs’ February 6, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$10,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” means Holly Alsop, Christopher Shea O’Donnell, and Edward Virgen III, the named plaintiffs in the Action.

- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based upon facts stated in the Operative Complaint which occurred during the Class Period, including claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, failure to timely pay wages during employment, and failure to timely pay wages at termination. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period, including claims based on failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, failure to timely pay wages during employment, and failure to timely pay wages at termination. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Defendants, as well as any division thereof, any parent, subsidiary, affiliated entity, or related entity, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, shareholder, representative, attorney, insurer, investor, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan).
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response

Deadline has expired.

1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

2.1. On January 27, 2022, Plaintiff Edward Virgen III commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Sacramento. Plaintiff Edward Virgen III’s Complaint asserted claims that Defendants:

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

2.2. On January 27, 2022, Plaintiff Edward Virgen III filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Sacramento, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. 37-2021-00011774-CU-OE-CTL (hereinafter “PAGA Action”).

2.3. On October 6, 2022, the Honorable Lauri A. Damrell of the Sacramento Superior Court ordered this Action and Plaintiff Edward Virgen III’s PAGA Action consolidated for all purposes.

2.4. On August 30, 2023, Plaintiff Edward Virgen III filed a First Amended Consolidated Class Action and Representative Action Complaint, which adds Plaintiffs Holly Alsop and Christopher Shea O’Donnell as additional named Plaintiffs and class representatives.

- 2.5. The First Amended Consolidated Class Action and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.6. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.7. On August 16, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. At the conclusion of the mediation, each side, represented by its respective counsel, were able to agree to settle the Action, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$551,459 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the

entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$12,500 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$183,819, and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount

for distribution to Participating Class Members. If the amount exceeds \$10,000 upon a showing of good cause and as approved by the Court, it will still be deducted from the Gross Settlement Amount and will not increase the amount owed by Defendants.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. Based on their records, Defendants have represented that the Class consists of 291 Class Members who collectively worked a total of 17,488 Workweeks during the Class Period and 7,000 of those Workweeks were worked by Class Members who signed severance agreements.
- 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, unless otherwise agreed upon, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

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

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their 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 related to their employment with Defendants or termination of employment with Defendants, including but not limited to claims for wages, restitution, penalties, breach of contract, retaliation, discrimination, harassment, wrongful termination, and defamation. This Release includes all such claims whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably

could have been, alleged based on facts contained in the Operative Complaint and Plaintiffs' PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code, which reads:

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

- (b) Knowledge and Understanding. In accordance with the ADEA, Plaintiff Holly Alsop acknowledges that she:

(i) Has been, and is hereby, advised to consult with an attorney prior to executing this Agreement and has had the opportunity to do so;

(ii) Had the opportunity to take at least twenty-one (21) calendar days after receiving this Agreement to review the Agreement (the "Review Period");

(iii) Has availed herself of all opportunities she deems necessary to make a voluntary, knowing, and fully informed decision; and

(iv) Is fully aware of her rights, and has carefully read and fully understands all provisions of this Agreement before signing.

- (c) Revocation Period. In the event that Plaintiff Holly Alsop executes this Agreement during the Review Period, she will have an additional period of seven (7) calendar days after execution to revoke the Agreement. Any revocation shall be in writing and addressed/delivered to Defense Counsel.

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

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

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

7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator ; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class

Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names

and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on their records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. Should the qualifying Workweeks worked by Class Members during the Class Period ultimately increase by more than 10% (i.e., if the Workweeks exceed 19,237), Defendants, at their option, may either choose to (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 18,700, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%, as set forth in paragraph 4.1 above.)
- 10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement and return the Parties to their respective positions as of the date before acceptance. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability and Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have

merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. For purposes of clarity, neither Plaintiffs nor their lawyers, shall hold any press conference related in any way to this settlement, nor issue (directly or indirectly) any type of press release or public statement related in any way to this settlement, including, but not limited to any statements on any website or social media site or platform. In the event of any such breach or threatened breach of this Paragraph 13.2, Defendants shall, in addition to any other remedies available to them, be entitled to a temporary restraining order and /or preliminary injunction and/or permanent injunction, or other equivalent relief, restraining Plaintiffs and/or Class Counsel from any actual or threatened breach.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to

restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Mark W. Wallin
Caroline C. Dickey
Barnes & Thornburg, LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Tel.: (310) 284-3880
Fax: (310) 284-3894
E-Mail: mark.wallin@btlaw.com
caroline.dickey@btlaw.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on August 16, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 2, 2024

Holly Alsop

Plaintiff Holly Alsop

Dated: Feb 7, 2024

Christopher Shea O'Donnell

Christopher Shea O'Donnell (Feb 7, 2024 09:23 PST)

Plaintiff Christopher Shea O'Donnell

Dated: Feb 7, 2024


Edward Virgen III (Feb 7, 2024 08:34 PST)

Plaintiff Edward Virgen III

Dated: _____

[name]

For Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS, Inc.

Dated: 2/7/24


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Mark W. Wallin
Barnes & Thornburg, LLP
Attorney for Defendants

Dated: _____

Plaintiff Edward Virgen III

Dated: 2/5/24 _____



Cristina Nutzman [name]
For Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura
CS, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 2/5/2024 _____



Mark W. Wallin
Barnes & Thornburg, LLP
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Virgen vs. Curaleaf CA Inc., Superior Court of the State of California,
County of Sacramento, Case No. 34-2022-00314655-CU-OE-GDS***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Holly Alsop, Christopher Shea O’Donnell, and Edward Virgen III (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. in the State of California on a non-exempt basis at any time during the Class Period (January 27, 2018 through November 16, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants Curaleaf CA, Inc., Cura CA LLC, and Cura CS Inc. in California and classified as non-exempt employees at any time during the PAGA Period (January 27, 2021 through November 16, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$ _____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendants’ records you are not eligible for that payment.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to

finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 22 before Judge Lauri A. Damrell. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge the number, you must do so by _____. See Section 5 of this Notice.

1. What is the Action about?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

2. What does it mean that the action has settled?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Five Hundred Fifty-One Thousand Four Hundred Fifty-Nine Dollars (\$551,459) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$183,819, and an additional amount to reimburse actual litigation costs incurred by the

Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$12,500 each to the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$10,000 relating to Plaintiffs' claim under PAGA, \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$2,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is January 27, 2021 through November 16, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$285,140. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

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

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

Tax Matters. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendants.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of

this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based upon facts stated in the Operative Complaint which occurred during the Class Period, including claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, failure to timely pay wages during employment, and failure to timely pay wages at termination. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices, which occurred during the PAGA Period, including claims based on failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to reimburse business expenses, failure to timely pay wages during employment, and failure to timely pay wages at termination. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants, as well as any division thereof, any parent, subsidiary, affiliated entity, or related entity, and any predecessors, successors, and assigns of any of the foregoing, and any current or former officer or employee, director, trustee, agent, shareholder, representative, attorney, insurer, investor, or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers of such program or plan).

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (January 27, 2018 through November 16, 2023).

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

Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (January 27, 2021 through November 16, 2023). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Virgen vs. Curaleaf CA Inc.* lawsuit. The request to opt-out should state the Class Member’s full name, address and email address or telephone number. Please include the name and number of the case, which is *Virgen vs. Curaleaf CA Inc.*, Case No. 34-2022-00314655-CU-OE-GDS. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s website at <<_____>> or via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00314655.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you

object, and any facts that support your objection. Make sure you identify the Action, *Virgen vs. Curaleaf CA Inc.*, Case No. 34-2022-00314655-CU-OE-GDS, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Check the Court's tentative ruling website the day before at <https://services.saccourt.ca.gov/PublicCaseAccess/> for the most current information on how to appear for this hearing. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANTS:

Mark W. Wallin
Caroline C. Dickey
Barnes & Thornburg, LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Tel.: (310) 284-3880
E-Mails: mark.wallin@btlaw.com; caroline.dickey@btlaw.com

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 22 of the Superior Court of California, County of _____

Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Lauri A. Damrell. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://services.saccourt.ca.gov/PublicCaseAccess/> for the most current information on how to appear for this hearing. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <<_____>>. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00314655.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Virgen vs. Curaleaf CA Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval and attorneys' fees, costs and service award, or other Settlement documents by going to the Administrator's website at <<_____>>. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://portal.Sacramento.courts.ca.gov/>) and entering the Case No. 34-2022-00314655-CU-OE-GDS. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

EDWARD VIRGEN III, HOLLY ALSOP,
and CHRISTOPHER SHEA O'DONNELL,
on behalf of the State of California, as private
attorney generals, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CURALEAF CA, INC., a California
Corporation; CURA CA LLC, a California
Limited Liability Company; CURA CS INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 34-2022-00314655-CU-OE-GDS

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: January 31, 2022
Trial Date: Not set

This matter came before the Honorable Lauri A. Damrell of the Superior Court of the State
of California, in and for the County Sacramento, on _____[DATE], for hearing on the

PRELIMINARY APPROVAL ORDER

1 unopposed motion by Plaintiffs Holly Alsop, Christopher Shea O'Donnell, and Edward Virgen III
2 ("Plaintiffs") for preliminary approval of the Settlement with Defendants Curaleaf CA, Inc., Cura
3 CA LLC, and Cura CS Inc. ("Defendants"). The Court, having considered the briefs, argument of
4 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
5 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

6
7 **IT IS HEREBY ORDERED:**

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

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

16 3. The Gross Settlement Amount that Defendants shall pay is Five Hundred Fifty-One
17 Thousand Four Hundred Fifty-Nine Dollars (\$551,459). It appears to the Court on a preliminary
18 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential
19 Class Members when balanced against the probable outcome of further litigation and the
20 significant risks relating to certification, liability and damages issues. It further appears that
21 investigation and research have been conducted such that counsel for the Parties are able to
22 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
23 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
24 would be presented by the further prosecution of the Action. It further appears that the Settlement
25 has been reached as the result of serious and non-collusive, arm's-length negotiations.

26 4. The Court preliminarily finds that the Settlement appears to be within the range of
27 reasonableness of a settlement that could ultimately be given final approval by this Court. The
28

1 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
2 preliminarily finds that the monetary settlement made available to the Class is fair, adequate, and
3 reasonable when balanced against the probable outcome of further litigation and the significant
4 risks relating to certification, liability, and damages issues.

5 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
7 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
8 \$12,500 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
9 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
10 evidence supporting these requests, including lodestar, prior to final approval.

11 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
12 representative treatment and certification of a class for settlement purposes only. This stipulation
13 will not be deemed admissible in this or any other proceeding should this Settlement not become
14 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
15 "all individuals who are or previously were employed by Defendants Curaleaf CA, Inc., Cura CA
16 LLC, and Cura CS Inc. in the State of California on a non-exempt basis at any time during the
17 Class Period." The "Class Period" is January 27, 2018 through November 16, 2023.

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

1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
3 Nicholas J. De Blouw and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw
4 LLP as Class Counsel for the Class.

5 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
6 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
7 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who were employed by Defendants Curaleaf CA, Inc., Cura CA
10 LLC, and Cura CS Inc. in California and classified as non-exempt employees at any time during
11 the PAGA Period (January 27, 2021 through November 16, 2023). Pursuant to Labor Code
12 section 2699, subdivision (1)(2), the LWDA will be provided notice of the Agreement and these
13 settlement terms. The Court finds the PAGA Penalty to be reasonable.

14 10. The Court hereby approves, as to form and content, the Class Notice attached to the
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
17 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
18 and opportunity to object to the Settlement. The Court further finds that the distribution of the
19 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
20 the requirements of due process, is the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
22 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
23 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
24 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
25 address for the Class Member no later than seven (7) days after the receipt of the undelivered
26 Class Notice.

1 11. The Court hereby appoints ILYM Group as the Administrator. No later than thirty
2 (30) days after this Order, Defendants will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first
4 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
5 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
6 Class Members via first-class regular U.S. Mail to their last known address.

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

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement and may present evidence
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and
24 determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
28

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 22 at the Gordon D. Schaber Courthouse of the
5 Sacramento County Superior Court to hear the motion for final approval and the motion for
6 attorneys' fees and costs, and to determine all necessary matters concerning the Settlement,
7 including: whether the proposed settlement of the Action on the terms and conditions provided for
8 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
9 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
10 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
11 Class Members; and to finally approve attorneys' fees and costs, service awards, and the fees and
12 expenses of the Administrator. All papers in support of the motion for final approval and for
13 attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no
14 later than sixteen (16) court days before the hearing and the motion shall be heard at this final
15 approval hearing.

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

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

IT IS SO ORDERED.

Dated: _____

HON. LAURI A. DAMRELL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

EDWARD VIRGEN III, HOLLY ALSOP,
and CHRISTOPHER SHEA O'DONNELL,
on behalf of the State of California, as private
attorney generals, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

CURALEAF CA, INC., a California
Corporation; CURA CA LLC, a California
Limited Liability Company; CURA CS INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 34-2022-00314655-CU-OE-GDS

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Lauri A. Damrell
Dept: 22

Date Filed: January 31, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Holly Alsop, Christopher Shea O'Donnell, and
2 Edward Virgen III ("Plaintiffs") for an order finally approving the Class Action and PAGA
3 Settlement Agreement ("Agreement") with Defendants Curaleaf CA, Inc., Cura CA LLC, and
4 Cura CS Inc. ("Defendants"), attorneys' fees and costs, service payments, and the expenses of the
5 Administrator duly came on for hearing on _____ before the Honorable Lauri A.
6 Damrell.

7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the Superior Court for the State of California, in and for the County of Sacramento, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Fifty-One
17 Thousand Four Hundred Fifty-Nine Dollars (\$551,459) and the terms set forth in the Agreement
18 are fair, reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm's length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

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

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

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

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

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

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

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

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$12,500 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$_____ to each of the Plaintiffs are
26 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
27 their time and effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendants Curaleaf
17 CA, Inc., Cura CA LLC, and Cura CS Inc. in California and classified as non-exempt employees
18 at any time during the PAGA Period (January 27, 2021 through November 16, 2023). Pursuant to
19 Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
20 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
21 Penalty to be reasonable.

22 **II.**

23 **ORDERS**

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

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendants Curaleaf CA,
28 Inc., Cura CA LLC, and Cura CS Inc. in the State of California on a non-exempt

1 basis at any time during the Class Period (January 27, 2018 through November 16,
2 2023).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
5 REFERENCE TO IDENTIFY ANY OPT OUTS].

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendants’ share of payroll taxes in accordance with the
9 Agreement, by transmitting the funds to the Administrator no later than 30 days after the Effective
10 Date

11 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and
12 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

14 19. The payment of Class Representative Service Payments in the amount of \$_____
15 each to the Plaintiffs is approved.

16 20. The payment of \$_____ to the Administrator for its fees and expenses is
17 approved.

18 21. The PAGA Penalty amount of \$10,000 is approved and is to be distributed in
19 accordance with the Agreement.

20 22. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
22 entry.

23 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
24 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
25 any wrongdoing by Defendants or that this Action is appropriate for class or representative
26 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
27 the Agreement, nor any document referred to herein, nor any action taken to carry out the
28 Agreement is, may be construed as, or may be used as an admission by or against Defendants of

1 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
2 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
3 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
4 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
5 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
6 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
7 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
8 Released Class Claims and/or Released PAGA Claims.

9 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members.

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

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

22 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
23 Plaintiffs, and all members of the Class, shall take nothing in the Action.

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

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

3 29. Effective on the date when Defendants fully fund the entire Gross Settlement
4 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their
8 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
9 and assigns, release Released Parties from the Released Class Claims. The "Released Class
10 Claims" are all claims that were alleged, or reasonably could have been alleged, based upon facts
11 stated in the Operative Complaint which occurred during the Class Period, including claims for
12 unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to
13 provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage
14 statements, failure to reimburse business expenses, failure to timely pay wages during
15 employment, and failure to timely pay wages at termination. Except as expressly set forth in this
16 Agreement, Participating Class Members do not release any other claims, including claims for
17 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
21 of themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
23 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
24 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
25 Notices, which occurred during the PAGA Period, including claims based on failure to pay
26 minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide
27 rest periods, failure to provide accurate and itemized wage statements, failure to reimburse
28

1 business expenses, failure to timely pay wages during employment, and failure to timely pay
2 wages at termination. The Released PAGA Claims do not include other PAGA claims, underlying
3 wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
4 disability and worker's compensation, and PAGA claims outside of the PAGA Period.

5 (c) Plaintiffs and their respective former and present spouses, representatives,
6 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
7 Released Parties from all claims, transactions, or occurrences related to their employment with
8 Defendants or termination of employment with Defendants, as fully set forth in the Agreement.

9 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
10 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
11 Administrator shall transmit the funds represented by such checks to the California Controller's
12 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
13 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

20
21 Dated: _____

22 _____
23 HON. LAURI A. DAMRELL
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
25
26
27
28

EXHIBIT #3

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

DECEMBER 18, 2024

EDWARD VIRGEN

RE: CURALEAF
FILE NUMBER: CA2495.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/01/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	3.90	850	3,315.00
10/02/21	ND	REVIEW DOCUMENTS AND EMAILS FORM PLAINTIFF REGARDING DFEH, RETALIATION AND OFF THE CLOCK CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS AND SETTLEMENTS. CALL WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	3.70	850	3,145.00
10/03/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR ALL LEGAL CLAIMS. REVIEW ALL PAYSTUBS FOR WAGE STATEMENT AND OVERTIME CLAIMS. LEGAL RESEARCH REGARDING THE SAME.	4.20	850	3,570.00
10/05/21	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
10/05/21	ND	REVIEW AND DISCUSS CLAIMS WITH S. BLUMENTHAL.	0.50	850	425.00
10/07/21	SB	REVIEW PRIOR FILINGS V. DEFENDANT, ADVISE ND	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/12/21	SB	DRAFT COMPLAINT	2.40	450	1,080.00
10/15/21	SB	REVIEW/REVISE COMPLAINT IN LIGHT OF CONVERSATIONS WITH CLIENT, ADVISE ND	2.40	450	1,080.00
10/21/21	ND	DRAFT COMPLAINT. REVIEW AND REVISE MEAL AND REST BREAK CLAIMS. LEGAL RESEARCH.	4.50	850	3,825.00
10/22/21	SB	ADD CLIENT'S INDIVIDUAL CLAIMS, ADVISE ND	2.80	450	1,260.00
11/01/21	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
11/01/21	ND	REVIEW AND REVISE CASE NOTES AND PAGA NOTICE. UPLOAD TO LWDA. DISCUSS CLAIMS WITH S. BLUMENTHAL. STATUS UPDATE TO PLAINTIFF.	2.30	850	1,955.00
12/24/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
12/29/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
01/24/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.75	675	506.25
01/24/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/PLAINTIFF'S DOCUMENTS	2.50	675	1,687.50
01/25/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.75	675	1,856.25
01/25/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
01/25/22	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.90	850	1,615.00
01/26/22	RE	DRAFT SUMMONS AND CIVIL CASE	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COVER SHEET RE CLASS ACTION			
01/26/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ACTION	0.40	675	270.00
01/26/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAC SUP CT.	0.75	675	506.25
01/26/22	RE	REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; FILE IN SAC SUP CT.	0.75	675	506.25
02/03/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT & STATUS OF INITIAL CMC	0.50	675	337.50
02/08/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE PAGA ACTION; REVIEW DOCKET; MEMO TO FIRM RE STATUS OF INITIAL CMC AND DEPARTMENT/JUDICIAL ASSIGNMENT	0.60	675	405.00
02/08/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
02/14/22	AR	RECEIVE AND REVIEW NOTICE; REVIEW FILE FOR STATUS OF SERVICE; DRAFT FOLLOW UP CORRESPONDENCE.	0.40	550	220.00
02/14/22	CL	RECEIPT AND REVIEW ORDER RE COMPLEX CASE DETERMINATION.	0.20	750	150.00
03/16/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION MATTER	0.70	675	472.50
03/16/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE PAGA ONLY	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ACTION MATTER			
03/18/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE 3 DEFENDANTS; MEMO TO FIRM RE POST-SERVICE CLASS ACTION DISCOVERY	0.50	675	337.50
03/18/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE 3 DEFENDANTS; MEMO TO FIRM RE POST-SERVICE PAGA ONLY ACTION DISCOVERY	0.50	675	337.50
04/04/22	AR	REVIEW AND OUTLINE FILE AND PLEADINGS FOR ONBOARDING IN ADVANCE OF DRAFTING DISCOVERY REQUESTS IN CLASS AND PAGA MATTERS; DRAFT SUMMARY.	1.00	550	550.00
04/05/22	AR	REVIEW FILE, DRAFT BELAIRE-WEST NOTICE, PROTECTIVE ORDER, AND INITIAL DISCOVERY REQUESTS FOR CLASS ACTION; CORRESPONDENCE WITH AC REGARDING THE SAME.	2.60	550	1,430.00
04/06/22	AR	REVISE DRAFT DISCOVERY REQUEST; CORRESPONDENCE WITH AC REGARDING THE SAME.	0.80	550	440.00
04/08/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT; REVIEW COMPLAINT AND CASE NOTES; PREPARE FOR CALL; FOLLOW UP	1.50	750	1,125.00
04/19/22	AR	RECEIVE AND REVIEW DEMURRER; DRAFT SUMMARY; REVIEW FILE REGARDING STATUS OF DISCOVERY.	0.80	550	440.00
04/22/22	AR	CONTINUE DRAFTING INITIAL DISCOVERY REQUESTS.	1.20	550	660.00
04/25/22	AR	RECEIVE AND REVIEW CORRESPONDENCE REGARDING E-SERVICE; DRAFT FOLLOW UP.	0.40	550	220.00
04/28/22	AR	DRAFT DISCOVERY AS TO DEFENDANTS CURALEAF, CURA CS, AND CURA CA; FINALIZE AND SERVE IN CLASS ACTION.	2.30	550	1,265.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/28/22	AR	DRAFT DISCOVERY AS TO DEFENDANTS CURALEAF, CURA CS, AND CURA CA; FINALIZE AND SERVE IN PAGA ACTION.	1.50	550	825.00
06/14/22	AR	MULTIPLE CORRESPONDENCE WITH AC REGARDING DISCOVERY RESPONSES.	0.40	550	220.00

TOTAL BILLED HOURS

ANDREW RONAN	11.40 hr @ 550.00	\$ 6,270.00
CHRISTINE LEVU	0.20 hr @ 750.00	\$ 150.00
NICK DEBLOUW	21.00 hr @ 850.00	\$ 17,850.00
RICO EHMANN	16.60 hr @ 675.00	\$ 11,205.00
SCOTT BLUMENTHAL	21.60 hr @ 450.00	\$ 9,720.00
VICTORIA RIVAPALACIO	1.50 hr @ 750.00	\$ 1,125.00

TOTAL PROFESSIONAL SERVICES

72.30

\$ 46,320.00

COSTS ADVANCED

10/29/21	PAGA FILING FEE	75.00
02/02/22	ONELEGAL/FILING FEE	1,603.45
02/03/22	ONELEGAL/FILING FEE	537.91
03/31/22	KNOX ATTORNEY SERVICES	266.45
03/31/22	KNOX ATTORNEY SERVICES	161.25
03/31/22	ONELEGAL/FILING FEE	114.02
03/31/22	ONELEGAL/FILING FEE	<u>72.07</u>
TOTAL COSTS ADVANCED		<u>\$ 2,830.15</u>

TOTAL CURRENT CHARGES

\$ 49,150.15

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/18/2024
Due On: 01/17/2025

Edward Virgen
1110 8th Street, Apt 509
Sacramento, CA 95814

CA2495

Curaleaf

Services

Type	Date	Notes	Quantity	Rate	Total
Service	01/15/2022	Review and analyze original intake notes of Plaintiff Alsop. Review and analyze employment file for legal claims. Analyze all pay statements for overtime and wage statement violations. Legal research. Conference with Plaintiff Alsop to obtain facts for complaint and provide status update.	3.80	\$850.00	\$3,230.00
Service	06/21/2022	Correspondence with Client regarding discovery responses and status call.	0.30	\$550.00	\$165.00
Service	06/21/2022	Draft responses to Defendant's Form Interrogatories in Class Action.	0.80	\$550.00	\$440.00
Service	06/21/2022	Draft responses to Defendant's Form Interrogatories in PAGA Action.	0.80	\$550.00	\$440.00
Service	06/22/2022	Draft responses to Defendant's Requests for Production in Class Action.	1.50	\$550.00	\$825.00
Service	06/22/2022	Draft responses to Defendant's Requests for Production in PAGA Action.	1.50	\$550.00	\$825.00
Service	06/23/2022	Review and outline file, draft responses to Defendant's Special Interrogatories in Class Action.	3.00	\$550.00	\$1,650.00
Service	06/23/2022	Review and outline file, draft responses to Defendant's Special Interrogatories in PAGA Action.	2.50	\$550.00	\$1,375.00
Service	06/23/2022	Teleconference with Client regarding discovery	0.50	\$550.00	\$275.00

		responses.			
Service	06/24/2022	Teleconference with VR regarding discovery responses.	0.50	\$550.00	\$275.00
Service	06/24/2022	Revise, finalize and serve discovery responses (special interrogatories, form interrogatories, requests for production) in Class Action.	2.40	\$550.00	\$1,320.00
Service	06/24/2022	Revise, finalize and serve discovery responses (special interrogatories, form interrogatories, requests for production) in PAGA Action.	1.80	\$550.00	\$990.00
Service	06/24/2022	Review and Analyze: review plaintiff's responses to discovery; advise AR	1.50	\$750.00	\$1,125.00
Service	07/11/2022	Multiple correspondence with opposing counsel and AB regarding discovery responses.	0.50	\$550.00	\$275.00
Service	07/12/2022	Multiple follow up correspondence regarding Belaire-West notice.	0.50	\$550.00	\$275.00
Service	07/14/2022	Draft follow up correspondence with client regarding documents and dates for deposition.	0.50	\$550.00	\$275.00
Service	07/14/2022	Review and Analyze: review def's demurrer; review related and similar demurrers; advise AGR and ASC	1.30	\$750.00	\$975.00
Service	07/15/2022	Follow up correspondence with opposing counsel regarding Belaire-West notice.	0.30	\$550.00	\$165.00
Service	07/20/2022	Receive, review and outline documents form client; draft multiple correspondence with client regarding the same.	1.20	\$550.00	\$660.00
Service	07/21/2022	Multiple correspondence regarding discovery responses and Belaire-West notice.	0.60	\$550.00	\$330.00
Service	07/21/2022	Preliminary review of documents deposited by Defendant; draft summary.	1.30	\$550.00	\$715.00
Service	07/22/2022	Receive and review draft protective order; draft further revisions; correspondence with opposing counsel regarding the same.	0.80	\$550.00	\$440.00
Service	07/25/2022	Draft: draft opp to demurrer; legal research re demurrer requirements; review def's demurrer	3.50	\$750.00	\$2,625.00
Service	07/26/2022	Draft: draft opp to demurrer; legal research re claim splitting in state court; legal research re consolidation; advise AJB	4.50	\$750.00	\$3,375.00
Service	07/26/2022	Draft and serve objection to notice of deposition in Class action.	1.00	\$550.00	\$550.00
Service	07/26/2022	Draft and serve objection to notice of deposition in PAGA action.	1.00	\$550.00	\$550.00

Service	07/27/2022	Draft: opp to demurrer; legal research re PAGA and class action party-in-interest precedent; review and revise opp to demurrer; advise AGR and ASC	3.50	\$750.00	\$2,625.00
Service	07/27/2022	Teleconference with opposing counsel regarding potential mediation and outstanding discovery.	0.20	\$550.00	\$110.00
Service	07/27/2022	Review and revise protective order and Belaire-West notices; draft follow up correspondence.	1.20	\$550.00	\$660.00
Service	07/27/2022	Correspondence with ILYM Group regarding administration of Belaire-West notice.	0.50	\$550.00	\$275.00
Service	07/27/2022	Draft: draft opp to demurrer; legal research re demurrer actions pending in same jurisdiction; advise AJB; legal research re consolidation	6.20	\$750.00	\$4,650.00
Service	07/28/2022	Review and Revise: review and revise opp to demurrer; review and revise RJN; review exhibit; finalize and file	2.10	\$750.00	\$1,575.00
Service	07/29/2022	Review and outline meet and confer letter from opposing counsel; draft follow up correspondence.	1.50	\$550.00	\$825.00
Service	08/01/2022	Review meet and confer correspondence; draft response.	0.80	\$550.00	\$440.00
Service	08/03/2022	Review discovery responses; advise AR	0.60	\$750.00	\$450.00
Service	08/03/2022	Review and outline discovery responses regarding Covid screening and drug testing; draft multiple follow up correspondence.	0.60	\$550.00	\$330.00
Service	08/03/2022	Begin review and outlining of discovery responses in Class action for meet and confer correspondence; update case notes.	1.80	\$550.00	\$990.00
Service	08/04/2022	Review and outline discovery responses in Class action; draft comprehensive meet and confer correspondence.	2.50	\$550.00	\$1,375.00
Service	08/05/2022	Review and outline discovery responses in PAGA action; draft summary.	1.70	\$550.00	\$935.00
Service	08/05/2022	Draft comprehensive meet and confer correspondence in PAGA action.	1.50	\$550.00	\$825.00
Service	08/05/2022	Follow up correspondence with opposing counsel regarding meet and confer teleconference.	0.40	\$550.00	\$220.00
Service	08/08/2022	Review and analyze payroll details and handbook.	0.60	\$750.00	\$450.00
Service	08/10/2022	Multiple correspondence regarding motion hearing and potential mediation.	0.40	\$550.00	\$220.00
Service	08/10/2022	Receive and review protective orders; draft follow up correspondence with opposing counsel.	0.60	\$550.00	\$330.00

Service	08/10/2022	Revise, finalize, file and serve protective order in Class and PAGA actions.	1.30	\$550.00	\$715.00
Service	08/11/2022	telephone conference with Def re discovery and mediation; review court's orders re demurrer; review plaintiff's discovery responses; advise AGR	2.30	\$750.00	\$1,725.00
Service	08/11/2022	Review and outline meet and confer correspondence regarding Plaintiff's responses; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	08/11/2022	Draft summary correspondence in Class and PAGA matters regarding meet and confer teleconference.	0.60	\$550.00	\$330.00
Service	08/11/2022	Attend meet and confer teleconference with opposing counsel; follow up teleconference.	1.00	\$550.00	\$550.00
Service	08/11/2022	Review file for client documents; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	08/12/2022	Multiple correspondence with Client; review documents.	0.80	\$550.00	\$440.00
Service	08/12/2022	Review and Analyze: review correspondence between parties; conference with Def; advise AJB	1.00	\$750.00	\$750.00
Service	08/15/2022	Review and outline discovery requests; correspondence with AC regarding the same.	1.00	\$550.00	\$550.00
Service	08/16/2022	Begin drafting responses to additional discovery requests.	0.80	\$550.00	\$440.00
Service	08/17/2022	Revise Plaintiff's Response to Request for Admissions, Set 1 in preparation for conference call with client.	0.30	\$750.00	\$225.00
Service	08/17/2022	Revise Plaintiff's Response to Form Interrogatories, Set 2 in preparation for conference call with client.	0.40	\$750.00	\$300.00
Service	08/17/2022	Correspondence with client regarding discovery responses and documents; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	08/17/2022	Complete draft of discovery responses in Class action.	2.00	\$550.00	\$1,100.00
Service	08/17/2022	Review client file documents; multiple correspondence with AC regarding production.	1.00	\$550.00	\$550.00
Service	08/17/2022	Review and Analyze: review and analyze discovery responses; advise AGR	1.00	\$750.00	\$750.00
Service	08/18/2022	Review and analyze payroll records for purposes of liability analysis in preparation for call with client; Discuss with Andy other potential liability and propounding of additional discovery.	1.10	\$750.00	\$825.00
Service	08/18/2022	Review and outline client file documents; draft	1.80	\$550.00	\$990.00

		outline for call with Client; update case notes.			
Service	08/18/2022	Draft discovery responses in PAGA action.	1.50	\$550.00	\$825.00
Service	08/18/2022	Teleconference with CTL regarding discovery responses.	0.60	\$550.00	\$330.00
Service	08/18/2022	Teleconference with Client regarding discovery responses.	0.80	\$550.00	\$440.00
Service	08/18/2022	Finalize and submit verification for client signature.	0.50	\$550.00	\$275.00
Service	08/19/2022	Review and redact document production; multiple correspondence regarding the same.	1.20	\$550.00	\$660.00
Service	08/19/2022	Revise and finalize discovery responses; serve on defense counsel.	0.80	\$550.00	\$440.00
Service	08/19/2022	Review documents and draft POS, serve document production on defendant; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	08/19/2022	Review and Analyze: review document production and discovery status; advise AGR and ASC	0.60	\$750.00	\$450.00
Service	08/22/2022	Receive and review correspondence from client; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	08/22/2022	Multiple correspondence regarding supplemental discovery responses.	0.40	\$550.00	\$220.00
Service	08/22/2022	Review and Analyze: review discovery responses and status of discovery; review correspondence between parties; advise AGR	1.50	\$750.00	\$1,125.00
Service	08/23/2022	Multiple follow up correspondence regarding discovery responses.	0.40	\$550.00	\$220.00
Service	08/23/2022	Review and outline wage statements for Ferra claim analysis.	1.20	\$550.00	\$660.00
Service	08/26/2022	Follow up correspondence with opposing counsel regarding discovery responses.	0.40	\$550.00	\$220.00
Service	08/26/2022	Multiple follow up correspondence with opposing counsel regarding status of discovery.	0.50	\$550.00	\$275.00
Service	08/30/2022	[PAGA] Receipt and review Notice of CMC and Orders re: Complex CM procedures.	0.20	\$750.00	\$150.00
Service	09/07/2022	Draft: draft joint CMC statement; review court's orders; review discovery and correspondence between parties	4.50	\$750.00	\$3,375.00
Service	09/12/2022	Review file for client documents; draft multiple follow up correspondence with client regarding the same.	0.70	\$550.00	\$385.00
Service	09/12/2022	correspondence to defendant re meet and confer;	0.60	\$750.00	\$450.00

		review case notes and complaint; review status of discovery; review court's orders			
Service	09/14/2022	conference of counsel with Defendant; correspondence to defendant; review case notes and complaint	1.60	\$750.00	\$1,200.00
Service	09/27/2022	Multiple follow up correspondence with opposing counsel regarding discovery and stipulation to consolidate.	0.50	\$550.00	\$275.00
Service	09/30/2022	Review and Revise: review and revise discovery responses; review documents; advise ASC	3.30	\$750.00	\$2,475.00
Service	10/03/2022	Review file for status; review and outline joint statement; review docket regarding CMC and draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	10/03/2022	Review supplemental responses; teleconference with VR regarding the same.	1.40	\$550.00	\$770.00
Service	10/03/2022	Receive and review notice of appearance; correspondence with AC regarding the same.	0.40	\$550.00	\$220.00
Service	10/04/2022	Review and outline joint case management statement and prior discovery for status in advance of CMC; draft summary.	0.80	\$550.00	\$440.00
Service	10/05/2022	Review and finalize Stipulation to Consolidate PAGA and Class Action.	0.30	\$750.00	\$225.00
Service	10/05/2022	telephone conference with plaintiff; review case file; update case notes; review discovery; update discovery	1.00	\$750.00	\$750.00
Service	10/05/2022	Draft stipulation to consolidate matters; correspondence with CTL regarding the same.	1.00	\$550.00	\$550.00
Service	10/05/2022	Review docket for tentative ruling regarding CMC; draft correspondence with AC.	0.50	\$550.00	\$275.00
Service	10/05/2022	Draft consolidated complaint; follow up correspondence with RE regarding the same.	1.60	\$550.00	\$880.00
Service	10/05/2022	Correspondence with opposing counsel regarding stipulation to consolidate and consolidated complaint.	0.40	\$550.00	\$220.00
Service	10/05/2022	Retrieve and review tentative ruling; circulate to opposing counsel.	0.50	\$550.00	\$275.00
Service	10/05/2022	Correspondence with CTL regarding class certification timeline.	0.40	\$550.00	\$220.00
Service	10/05/2022	Review and analyze tentative ruling on case management conference; Discuss with Andy consolidation and class certification dates.	0.30	\$750.00	\$225.00

Service	10/06/2022	Update case profile re: consolidation of PAGA and Class Action.	0.20	\$750.00	\$150.00
Service	10/06/2022	Prepare for and attend CMC; draft and circulate summary.	1.20	\$550.00	\$660.00
Service	10/06/2022	Review docket for status of consolidation; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/11/2022	Teleconference with CTL regarding status of discovery; review file and draft summary of status.	0.50	\$550.00	\$275.00
Service	10/12/2022	Receipt and review Order re Case Management Conference.	0.30	\$750.00	\$225.00
Service	10/17/2022	Receipt and review notice of new case number.	0.30	\$750.00	\$225.00
Service	10/17/2022	Receive and review notice from Court; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/18/2022	Discuss with Andy re: Curaleaf IDC.	0.40	\$750.00	\$300.00
Service	10/18/2022	Draft summary correspondence with CTL regarding status of discovery.	0.30	\$550.00	\$165.00
Service	10/18/2022	Teleconference with CTL regarding status.	0.30	\$550.00	\$165.00
Service	10/19/2022	Discuss meet and confer efforts regarding class list; Review draft email to Opposing Counsel re: IDC request related to class list.	0.20	\$750.00	\$150.00
Service	10/19/2022	Review file for status of discovery; draft summary correspondence with opposing counsel regarding supplemental responses.	0.40	\$550.00	\$220.00
Service	10/20/2022	Follow up correspondence and teleconference with CTL regarding discovery responses.	0.70	\$550.00	\$385.00
Service	10/20/2022	Review and outline IDC requirements; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	10/21/2022	Follow up correspondence regarding discovery and Belaire West notice.	0.30	\$550.00	\$165.00
Service	10/21/2022	Correspondence with opposing counsel regarding status.	0.20	\$550.00	\$110.00
Service	10/24/2022	Multiple follow up correspondence with opposing counsel regarding outstanding discovery.	0.40	\$550.00	\$220.00
Service	10/25/2022	Teleconference with AB regarding status of discovery; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/09/2022	Multiple correspondence with opposing counsel regarding Belaire-West notices.	0.40	\$550.00	\$220.00
Service	11/15/2022	Multiple correspondence with opposing counsel regarding outstanding discovery.	0.40	\$550.00	\$220.00

Service	11/15/2022	Receive and review revised Belaire-West notices; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	11/16/2022	Review pleadings; multiple correspondence with ILYM Group regarding applicable time periods.	0.40	\$550.00	\$220.00
Service	11/16/2022	Review file and draft summary of status for CTL.	0.40	\$550.00	\$220.00
Service	11/18/2022	Email from/to C. Dickey re: defendant's extension to provide supplemental responses to discovery.	0.30	\$750.00	\$225.00
Service	11/21/2022	Email from Y. Salvador re: Belaire-West Notice and Timeline; Review and approve Belaire-West notice and timeline.	0.50	\$750.00	\$375.00
Service	11/22/2022	Email from/to C. Dickey re: defendant's supplemental responses and extension on responses and motion to compel.	0.30	\$750.00	\$225.00
Service	11/28/2022	Review revised documents from ILYM Group; follow up correspondence regarding administration.	0.50	\$550.00	\$275.00
Service	11/29/2022	Email to/from C. Dickey re: meet and confer re additional extension; Discuss with Andy re: timeline and motion to compel.	0.30	\$750.00	\$225.00
Service	11/29/2022	Multiple correspondence with opposing counsel regarding discovery timeline.	0.40	\$550.00	\$220.00
Service	11/30/2022	Correspondence with Client regarding status.	0.30	\$550.00	\$165.00
Service	11/30/2022	Receive and review documents from client; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	12/06/2022	Receipt and review Status Report from Belaire West from ILYM Group.	0.20	\$750.00	\$150.00
Service	12/06/2022	Email from Y. Salvador of ILYM requesting data upload from Opposing Counsel.	0.20	\$750.00	\$150.00
Service	12/12/2022	Receipt and review status report of Y. Salvador re: Belaire-west Notice.	0.20	\$750.00	\$150.00
Service	12/12/2022	Receive and review notice from third party administrator; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	12/19/2022	Receipt and review Belaire-West Report from ILYM.	0.30	\$750.00	\$225.00
Service	12/20/2022	Email from C. Dickey requesting extension to respond to discovery.	0.20	\$750.00	\$150.00
Service	12/20/2022	Receipt and review Defendant's meet and confer letter re: Plaintiff's supplemental responses.	0.30	\$750.00	\$225.00
Service	12/20/2022	Review and outline meet and confer letter from opposing counsel.	0.70	\$550.00	\$385.00
Service	12/20/2022	Multiple correspondence regarding discovery	0.40	\$550.00	\$220.00

		responses.			
Service	01/04/2023	Email from C. Dickey re: revisions to Joint Case Management Statement.	0.40	\$750.00	\$300.00
Service	01/04/2023	Email from C. Dickey re: revisions to Joint Case Management Statement.	0.40	\$750.00	\$300.00
Service	01/04/2023	Receipt and review filed Joint Case Management Statement.	0.30	\$750.00	\$225.00
Service	01/04/2023	Review and analyze Final Contact List.	0.40	\$750.00	\$300.00
Service	01/04/2023	Review file for status of discovery; draft summary correspondence with CTL.	0.40	\$550.00	\$220.00
Service	01/05/2023	Multiple correspondence with Client regarding deposition timeline.	0.40	\$550.00	\$220.00
Service	01/05/2023	Multiple correspondence with AB regarding status of discovery and class list.	0.30	\$550.00	\$165.00
Service	01/05/2023	Update flowchart re BW process	0.20	\$250.00	\$50.00
Service	01/06/2023	Review file for status of discovery; multiple correspondence with AB regarding the same.	0.50	\$550.00	\$275.00
Service	01/06/2023	Review and analyze Defendant's supplemental responses to request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one.	1.60	\$750.00	\$1,200.00
Service	01/09/2023	Email to Rick re: declarations and class list in preparation for class certification motion.	0.40	\$750.00	\$300.00
Service	01/09/2023	Email to B. Berger re: analysis of damages and liability analysis; review and analyze time and payroll records to forward to expert; review and analyze responses to special interrogatories re: same.	1.80	\$750.00	\$1,350.00
Service	01/09/2023	Multiple correspondence with client regarding deposition.	0.40	\$550.00	\$220.00
Service	01/11/2023	Teleconference with opposing counsel regarding records request and mediation; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	01/12/2023	Email to/from J. Gorlick re: teleconference re expert review.	0.30	\$750.00	\$225.00
Service	01/13/2023	Telephone call with J. Gorlick re: expert analysis re exposure and violations; discuss with AJ re: same.	0.80	\$750.00	\$600.00
Service	01/13/2023	Correspondence with opposing counsel regarding meet and confer call.	0.30	\$550.00	\$165.00
Service	01/13/2023	Review and outline Plaintiff's supplemental responses; draft summary.	1.00	\$550.00	\$550.00

Service	01/13/2023	Review and outline discovery responses and documents regarding bonus payments; draft summary for AB.	1.30	\$550.00	\$715.00
Service	01/16/2023	Multiple follow up correspondence with opposing counsel regarding meet and confer call.	0.40	\$550.00	\$220.00
Service	01/16/2023	Begin review and outlining of discovery responses from Defendant.	1.20	\$550.00	\$660.00
Service	01/17/2023	Email from/to C. Dickey re: Plaintiffs' responses to discovery and mediation; review and analyze weekly report re: class number.	0.30	\$750.00	\$225.00
Service	01/17/2023	Email from M. Wallin re: meet and confer re proposed mediators.	0.20	\$750.00	\$150.00
Service	01/17/2023	Receipt and review objections to Plaintiff's depo notice of Curaleaf CA, Inc.	0.20	\$750.00	\$150.00
Service	01/17/2023	Receipt and review objections to Plaintiff's depo notice of Cura CA LLC.	0.20	\$750.00	\$150.00
Service	01/17/2023	Receipt and review objections to Plaintiff's depo notice of Cura CS Inc.	0.20	\$750.00	\$150.00
Service	01/18/2023	Review and analyze Tentative Ruling re: Case Management Conference.	0.30	\$750.00	\$225.00
Service	01/18/2023	Dwnld tentative, email to CTL re appearance required // serve on OPC via email	0.50	\$250.00	\$125.00
Service	01/19/2023	Draft Joint Stipulation to Stay Pending Mediation.	0.70	\$750.00	\$525.00
Service	01/19/2023	Email to M. Wallin re: Joint Stipulation to Stay Pending Mediation and request to meet and confer re: defendant's discovery responses.	0.80	\$750.00	\$600.00
Service	01/19/2023	Attend Case Management Conference.	0.90	\$750.00	\$675.00
Service	01/19/2023	Email from C. Dickey re: edits to stipulation to stay pending mediation.	0.20	\$750.00	\$150.00
Service	01/19/2023	Draft stip to stay pending mediation	1.00	\$250.00	\$250.00
Service	01/24/2023	Email to/from C. Dickey re: meet and confer re: mediation with Ortman and Stipulation to Stay Pending Mediation; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
Service	01/24/2023	Draft Stipulation to Stay Pending Mediation.	0.70	\$750.00	\$525.00
Service	01/24/2023	[Class] Draft Stipulation to Stay Pending Mediation.	0.50	\$750.00	\$375.00
Service	01/24/2023	Review and revise Stipulation to Stay Pending Mediation; Emails to/from M. Wallin re: Defendant's revisions to same.	0.70	\$750.00	\$525.00
Service	01/24/2023	Revise and finalize Joint Stipulation to Stay Pending	0.90	\$750.00	\$675.00

Mediation; Email from C. Dickey re: final version; Email to C. Dickey re: service of filed copy.					
Service	01/24/2023	Email CTL re PAGA related to class, no need to separate stip to stay?	0.20	\$250.00	\$50.00
Service	01/24/2023	Calendar reminders to bates stamp documents pursuant to mediation scheduled	0.20	\$250.00	\$50.00
Service	01/25/2023	Email from C. Dickey re: Tripper Ortman cancellation list.	0.20	\$750.00	\$150.00
Service	01/25/2023	Email from S. Stitt re: cancellation list for mediation.	0.20	\$750.00	\$150.00
Service	01/25/2023	Review and analyze Minute Order re: Case Management Conference.	0.30	\$750.00	\$225.00
Service	01/26/2023	Serve Minute Order re CMC 1/19/23 via email on OPC, draft POS	0.30	\$250.00	\$75.00
Service	01/27/2023	Multiple correspondence with client regarding status.	0.30	\$550.00	\$165.00
Service	01/27/2023	Research regarding status of Defendants' pursuant to correspondence with client.	0.60	\$550.00	\$330.00
Service	01/31/2023	Discuss Plaintiff O'Donnell and Alsop with Nick in preparation for Amended PAGA notice.	0.30	\$750.00	\$225.00
Service	01/31/2023	Draft Joint Case Management Statement.	0.50	\$750.00	\$375.00
Service	01/31/2023	Email to C. Dickey re: Joint Case Management Statement.	0.20	\$750.00	\$150.00
Service	01/31/2023	Draft stip to file FACC and add reps	0.50	\$250.00	\$125.00
Service	02/01/2023	Draft First Amended Class and PAGA Complaint.	1.80	\$750.00	\$1,350.00
Service	02/01/2023	Draft Amended PAGA Notice.	0.90	\$750.00	\$675.00
Service	02/02/2023	Organize and bates stamp docs, update FC	1.00	\$250.00	\$250.00
Service	02/02/2023	Set up courtlinks to track stip to stay	0.20	\$250.00	\$50.00
Service	02/03/2023	Discuss with Rick re: declarations for mediation and class certification.	0.30	\$750.00	\$225.00
Service	02/03/2023	Discuss with Rick re: declarations for class certification.	0.30	\$750.00	\$225.00
Service	02/06/2023	Finalize Exhibit 1 to Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	0.20	\$750.00	\$150.00
Service	02/06/2023	Finalize Exhibit 2 to Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	0.30	\$750.00	\$225.00
Service	02/06/2023	Finalize First Amended Consolidated Class and	0.30	\$750.00	\$225.00

Representative Action Complaint.					
Service	02/06/2023	Draft and Revise Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	0.40	\$750.00	\$300.00
Service	02/06/2023	Email to C. Dickey re: Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	0.20	\$750.00	\$150.00
Service	02/06/2023	Upload Amended PAGA notice to LWDA website.	0.30	\$750.00	\$225.00
Service	02/06/2023	Email to C. Dickey re: Amended PAGA notice.	0.30	\$750.00	\$225.00
Service	02/07/2023	Review and outline claims and documents; create exhibit book.	1.50	\$550.00	\$825.00
Service	02/07/2023	Draft mediation data request; multiple correspondence with AB regarding the same.	1.20	\$550.00	\$660.00
Service	02/07/2023	Check docs and confirm bates stamp oK	0.50	\$250.00	\$125.00
Service	02/07/2023	Check status of stip to stayed: order signed, case stayed (PAGA consolidated with Class)	0.20	\$250.00	\$50.00
Service	02/08/2023	Email to/from C. Dickey re: tolling of statute of limitations for Alsop and O'Donnell; Discuss with Nick re mediation.	0.50	\$750.00	\$375.00
Service	02/08/2023	Email to C. Dickey requesting 1198.5 records for Alsop and O'Donnell; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
Service	02/08/2023	Multiple correspondence with AB regarding mediation data request; revise, finalize and serve.	0.70	\$550.00	\$385.00
Service	02/10/2023	Multiple correspondence with ILYM and opposing counsel regarding Belaire-West notice.	0.40	\$550.00	\$220.00
Service	02/15/2023	Review and analyze original intake notes of Plaintiff O'Donnell. Review and analyze employment file for legal claims. Analyze all pay statements for overtime and wage statement violations. Legal research. Conference with Plaintiff O'Donnell to obtain facts for complaint and provide status update.	3.50	\$850.00	\$2,975.00
Service	02/18/2023	Calls with putative class members regarding claims and case status. Review 204 late payment of wage claims. Review and analyze sick pay and vacation pay violations. Legal research. Status update to Plaintiffs.	3.10	\$850.00	\$2,635.00
Service	03/14/2023	Draft Mtn for leave to amend and decl iso and email to CTL for review	2.00	\$250.00	\$500.00
Service	03/15/2023	Teleconference with RH regarding status; review and outline docket and orders; draft follow up correspondence.	0.50	\$550.00	\$275.00

Service	03/16/2023	Email AJ/CVL regarding absence of language from rest break policy pertaining to freedom to leave premises.	0.17	\$250.00	\$41.67
Service	03/16/2023	Cut contact list for my use, create sheet with name, phone, work dates.	0.50	\$250.00	\$125.00
Service	03/16/2023	Calls to CMs	0.75	\$250.00	\$187.50
Service	03/16/2023	Call w/Cristian Amador. Agreed to decl.	0.50	\$250.00	\$125.00
Service	03/16/2023	Begin draft of Amador decl	2.75	\$250.00	\$687.50
Service	03/16/2023	Emails w/ AJ regarding reporting time; whether to include in decls when applicable. Answer: "Always". I don't recall seeing reporting time on Complain.	0.17	\$250.00	\$41.67
Service	03/17/2023	Email from AJ and Rick re: Curaleaf operations in California.	0.20	\$750.00	\$150.00
Service	03/17/2023	2nd call w/ Amador for decl details	0.33	\$250.00	\$83.33
Service	03/17/2023	Review Curaleaf website to see hothouse and work areas	0.33	\$250.00	\$83.33
Service	03/17/2023	Email team	0.08	\$250.00	\$20.83
Service	03/17/2023	Complete draft of Amador decl, first in the case	5.25	\$250.00	\$1,312.50
Service	03/17/2023	Examine relevant file materials, including Court docket, to determine handling of pending case management conference in PAGA action.	0.20	\$675.00	\$135.00
Service	03/20/2023	Review, revise, proof, Amador decl	1.00	\$250.00	\$250.00
Service	03/20/2023	Submit decl for review and approval, resubmit to ask for timely review, intake approval, dispatch decl via email to Rico	0.33	\$250.00	\$83.33
Service	03/20/2023	Text, call, Cristian Amador to advise that decl was emailed for his review.	0.17	\$250.00	\$41.67
Service	03/20/2023	Calls to CMs, emails w/ AJ at end of day pertaining to difference in procedures from Salinas to Sacramento. Subsumed entities may be operating under previous policies or complaint policies may be remedial since filing. Yet to be determined	3.17	\$250.00	\$791.67
Service	03/20/2023	Call with Ethan Bates, from Sac facility, different procedures. Only good fact...no rest breaks provided...otherwise, no phone, clocked in upon entry before submitting to dominion and control of Def.	0.42	\$250.00	\$104.17
Service	03/20/2023	Review orders and docket; draft follow up correspondence regarding CMC.	0.60	\$550.00	\$330.00
Service	03/21/2023	Multiple correspondence with RH regarding status of	0.40	\$550.00	\$220.00

		matter and mediation.			
Service	03/21/2023	Call w/ Jerney Bowden, Sacramento facility, sketchy issues...no decl	0.42	\$250.00	\$104.17
Service	03/21/2023	Call with Tiffany Burris and her mother regarding the claims. She was Field Brand Rep, Signed severance, \$2400.	0.67	\$250.00	\$166.67
Service	03/21/2023	Email to team regarding severance, pick-offs, Curaleaf bailing from CA, financial distress of Def, depth of pockets	0.17	\$250.00	\$41.67
Service	03/21/2023	Call w/ NBB regarding case status, missing declarant, severance, pick-off, possible b.k. of Def, departure from CA, buttinsky co-counsel in S. Lake Tahoe, and warning not to mess w/ Mother Nature.	0.50	\$250.00	\$125.00
Service	03/21/2023	Calls to CMs	3.00	\$250.00	\$750.00
Service	03/22/2023	Emails with team, AR, regarding opt-out, severance, background info	0.25	\$250.00	\$62.50
Service	03/22/2023	Texts w/ Tiffany Burris asking for copy of severance. Her reply was she wants no part of lawsuit. My reply, you're out, no worries.	0.17	\$250.00	\$41.67
Service	03/22/2023	Email Andrew summary memo about severance, financial distress, leaving CA, etc.	0.25	\$250.00	\$62.50
Service	03/22/2023	Respond to Tiffany Burris's texts, again	0.17	\$250.00	\$41.67
Service	03/22/2023	More emails w/ Andrew regarding opt-out contact list and need for one that includes release signers	0.17	\$250.00	\$41.67
Service	03/22/2023	Call w/ Trevor Campbell, decl	0.50	\$250.00	\$125.00
Service	03/22/2023	Follow-up text to Trevor Campbell asking for details re: phone carrier, monthly bill, % of work-related usage, etc.	0.25	\$250.00	\$62.50
Service	03/22/2023	Begin draft of Campbell decl, need details, will call him tomorrow to fill in.. Non-responsive to text questions.	3.00	\$250.00	\$750.00
Service	03/22/2023	Multiple correspondence regarding opt outs; research status of Defendant; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	03/22/2023	Comprehensive review of relevant file materials to determine plan for handling with respect to upcoming case management conference.	0.40	\$675.00	\$270.00
Service	03/23/2023	Review and analyze declaration of Trevor Campbell.	0.40	\$750.00	\$300.00
Service	03/23/2023	2nd call w/ Trevor Campbell for decl details	0.25	\$250.00	\$62.50
Service	03/23/2023	Call w/ Keith Campbell [not Trevor Campbell] to	0.25	\$250.00	\$62.50

		explain claims even though he signed release when terminated.			
Service	03/23/2023	Continue and complete Campbell decl draft, submit for approval	4.75	\$250.00	\$1,187.50
Service	03/23/2023	Dispatch Campbell decl via emails w/ Rico. Signed decl came back and I forwarded to AJ for his info.	0.33	\$250.00	\$83.33
Service	03/24/2023	Review client file documents for severance agreements; draft follow up correspondence.	1.20	\$550.00	\$660.00
Service	03/27/2023	Emails w/ JH regarding claims not in PAGA and class worthiness of McDermott	0.33	\$250.00	\$83.33
Service	03/28/2023	Discuss with AJ severance agreements and motion for curative notice.	0.30	\$750.00	\$225.00
Service	03/28/2023	Review opt out list for information regarding release; multiple correspondence with opposing counsel regarding severance agreements.	0.60	\$550.00	\$330.00
Service	03/28/2023	Emails w/ team regarding Curaleaf arb .xlsx	0.17	\$250.00	\$41.67
Service	03/30/2023	Emails, texts, calls to Cristian Amador, Taylor G., Rico, regarding getting him to sign, receipt of signed decl, distribution to team	0.25	\$250.00	\$62.50
Service	03/30/2023	draft stip to add Trevor Campbell as New Rep	1.00	\$250.00	\$250.00
Service	03/31/2023	Emails w/ TG regarding sending retainer and emp. doc. auth. form to Cristian Amador	0.17	\$250.00	\$41.67
Service	04/04/2023	Email to C. Dicket re: tolling agreement and stipulation.	0.30	\$750.00	\$225.00
Service	04/04/2023	Correspondence from Caroline Dickey regarding tolling agreement.	0.10	\$675.00	\$67.50
Service	04/04/2023	Meet with CTL re Stip to add reps, no retainer for Trevor Campbell, CTL will MwAJ	0.20	\$250.00	\$50.00
Service	04/12/2023	Calendar reminder to amend complaint if mediation fails, paga waiting period expires on 4/13 but OPC OK with tolling	0.30	\$250.00	\$75.00
Service	05/02/2023	Review file and correspondence for status of severance information; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	05/02/2023	Correspondence from Caroline Dickey regarding status of determination of specific facts re putative class size.	0.10	\$675.00	\$67.50
Service	05/17/2023	Multiple follow up correspondence with opposing counsel regarding severance agreements.	0.30	\$550.00	\$165.00
Service	06/07/2023	Multiple follow up correspondence with opposing	0.30	\$550.00	\$165.00

		counsel regarding severance agreements.			
Service	06/12/2023	Receive and review list of class members who signed severance agreements; draft follow up correspondence; compare against class list.	0.70	\$550.00	\$385.00
Service	06/13/2023	Follow up correspondence with AB and opposing counsel regarding severance agreements.	0.50	\$550.00	\$275.00
Service	07/05/2023	Multiple correspondence with opposing counsel regarding mediation data and severance agreements.	0.40	\$550.00	\$220.00
Service	07/06/2023	Confirm no additional docs need to be bates stamped	0.20	\$250.00	\$50.00
Service	07/07/2023	Follow up correspondence with opposing counsel regarding severance agreements.	0.30	\$550.00	\$165.00
Service	07/15/2023	Review file for status of mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	07/17/2023	Correspondence from Caroline Dickey re attempts to serve Defendant's documents.	0.10	\$675.00	\$67.50
Service	07/18/2023	Correspondences from Caroline Dickey re service of Defendant's documents.	0.20	\$675.00	\$135.00
Service	07/18/2023	Review file and outline documents; create exhibit book.	1.50	\$550.00	\$825.00
Service	07/18/2023	Draft mediation summary based on review of documents.	1.00	\$550.00	\$550.00
Service	07/18/2023	Correspondence with opposing counsel regarding severance agreements.	0.30	\$550.00	\$165.00
Service	07/19/2023	Receive and review mediation documents; draft summary.	0.80	\$550.00	\$440.00
Service	07/19/2023	Follow up correspondence regarding time and payroll data.	0.40	\$550.00	\$220.00
Service	07/21/2023	Review file for status of mediation data; follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00
Service	07/21/2023	Email from C. Dickey re: request for time records and expert review.	0.20	\$750.00	\$150.00
Service	07/25/2023	Review additional documents and discovery; update mediation spreadsheet and exhibit book.	2.20	\$550.00	\$1,210.00
Service	07/25/2023	Review discovery produced to date. Review and analyze court docket and case file. Analyze all payroll and other data produced by Defendant for mediation. Conference with Plaintiff to discuss mediation and obtain settlement authority. Prepare for mediation.	4.90	\$850.00	\$4,165.00

Service	07/26/2023	Follow up correspondence with opposing counsel regarding mediation data; update matrix.	0.50	\$550.00	\$275.00
Service	07/29/2023	Review all pay stub exemplars for 226(a) and regular rate claims. Legal research. Review class demographics and draft MOU for mediation.	3.50	\$850.00	\$2,975.00
Service	08/01/2023	Multiple follow up correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	08/02/2023	Email to C. Dickey re: Client Data and mediating.	0.30	\$750.00	\$225.00
Service	08/02/2023	Multiple correspondence with opposing counsel regarding status of documents for mediation.	0.30	\$550.00	\$165.00
Service	08/02/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Research Defendant's financials and business operations. Obtain background facts from Plaintiffs for mediation brief.	2.90	\$850.00	\$2,465.00
Service	08/04/2023	Multiple follow up correspondence with opposing counsel regarding status of documents; review file for status of policies.	0.40	\$550.00	\$220.00
Service	08/04/2023	Review and outline additional documents for mediation; update mediation spreadsheet.	1.50	\$550.00	\$825.00
Service	08/04/2023	Email from S. Stitt re: mediation and deadlines.	0.20	\$750.00	\$150.00
Service	08/04/2023	Review facts and law. Draft mediation brief.	7.00	\$850.00	\$5,950.00
Service	08/07/2023	Email from/to C. Dickey re: time/payroll data and mediation documents; Discuss with AJ and Andy re: same.	0.30	\$750.00	\$225.00
Service	08/07/2023	Multiple follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	08/07/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/08/2023	Research MPA and settlement agreement in Igbo matter	0.70	\$250.00	\$175.00
Service	08/09/2023	Email from B. Berger re: violations rates and damage analysis.	0.20	\$750.00	\$150.00
Service	08/09/2023	Receive and review documents from opposing counsel; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	08/09/2023	Create exhibit book for additional documents.	0.80	\$550.00	\$440.00
Service	08/09/2023	Draft revised mediation analysis after review of documents.	1.20	\$550.00	\$660.00
Service	08/10/2023	Analyze med brief re settlement issues	2.00	\$995.00	\$1,990.00

Service	08/10/2023	Calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	08/14/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	08/15/2023	Review file for correspondence regarding additional representatives; draft summary and submit to CTL.	1.00	\$550.00	\$550.00
Service	08/15/2023	Review all mediation materials including briefs and exhibits thereto. Review and analyze expert damage and penalty report. Status update to three Plaintiffs regarding mediation.	1.90	\$850.00	\$1,615.00
Service	08/16/2023	Prep and appear for mediation. Negotiate/finalize MOU.	10.00	\$895.00	\$8,950.00
Service	08/16/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	08/17/2023	Review mediation notes and results. Review and analyze MOU terms and settlement amounts. Send MOU to 3 Plaintiffs for signatures. Calls and emails to explain terms. Follow up for signatures.	1.50	\$850.00	\$1,275.00
Service	08/21/2023	Review and analyze Memorandum of Understanding in preparation for approval of settlement and amended pleadings.	0.40	\$750.00	\$300.00
Service	08/21/2023	Review and analyze Memorandum of Understanding in preparation for approval of settlement and amended pleadings.	0.40	\$750.00	\$300.00
Service	08/22/2023	Review file and check status of cases on ROA, prepare stipulation to file FACC pursuant to settlement	0.50	\$250.00	\$125.00
Service	08/23/2023	Revise Stipulation for Leave to File First Amended Consolidated Complaint; Draft First Amended Consolidated Complaint; Email to M. Wallin re: revisions to stipulation and FACC.	1.20	\$750.00	\$900.00
Service	08/25/2023	Revise First Amended Class and Representative Action Complaint; Email to/from C. Dickey re Stipulation for leave to file FACC; Revise and Finalize FACC.	0.80	\$750.00	\$600.00
Service	08/25/2023	Finalize stipulation to file FACC, attach exhibit, prepare POS, review chamber rules, submit to the court via One Legal, serve courtesy copy to chambers via email and cc OPC	0.70	\$250.00	\$175.00
Service	08/25/2023	Finalize and File Stipulation for Leave to File FACC.	0.30	\$750.00	\$225.00
Service	08/25/2023	Email to M. Wallin re: total class members number for settlement administration bid; review and analyze MOU to determine workweeks.	0.30	\$750.00	\$225.00
Service	08/25/2023	Email to/from C. Dickey re: total class members	0.20	\$750.00	\$150.00

number for settlement administration bid.					
Service	08/25/2023	Outline Long Form. Analyze.	1.50	\$995.00	\$1,492.50
Service	08/28/2023	Email from/to C. Dickey re: total number of class members for administrator estimate for settlement.	0.30	\$750.00	\$225.00
Service	08/28/2023	Run costs in Clio and Tussman	0.30	\$250.00	\$75.00
Service	08/28/2023	Email to M. Sutherland re: request for administrator estimate for settlement.	0.30	\$750.00	\$225.00
Service	08/28/2023	Update number of class members	0.10	\$250.00	\$25.00
Service	08/28/2023	Email from M. Sutherland re: class administration estimate; Review and analyze class administration estimate; Discuss with Andy re: same.	0.40	\$750.00	\$300.00
Service	08/28/2023	Review and outline MOU in advance of drafting settlement agreement.	1.20	\$550.00	\$660.00
Service	08/28/2023	Begin drafting longform settlement agreement.	1.50	\$550.00	\$825.00
Service	08/28/2023	Review file for status of discovery; multiple correspondence with opposing counsel regarding the same.	0.40	\$550.00	\$220.00
Service	08/29/2023	Correspondence from Caroline Dickey re vacating motion to compel deadline in light of pending settlement.	0.10	\$675.00	\$67.50
Service	08/29/2023	Revise Long Form Settlement Agreement; Email to M. Wallin re: Stipulation for Leave to File FACC and redlines to Long Form Settlement Agreement.	2.30	\$750.00	\$1,725.00
Service	08/29/2023	Review and outline file and orders for status; draft joint case management statement; submit to opposing counsel for review.	1.20	\$550.00	\$660.00
Service	08/29/2023	Receive and review bids for settlement administration; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	08/29/2023	Complete draft of settlement agreement; submit to CTL.	1.80	\$550.00	\$990.00
Service	08/30/2023	Monitor status of stip to file FACC, download conformed copy from court's website and email to CTL	0.30	\$250.00	\$75.00
Service	08/30/2023	Receipt and review Order for Leave to file FACC.	0.30	\$750.00	\$225.00
Service	08/30/2023	Finalize and file First Amended Consolidated Complaint.	0.30	\$750.00	\$225.00
Service	08/30/2023	Review chambers rules, Finalize FACC, prepare POS, submit to the court for filing via OneLegal, send courtesy copy to chambers via email and cc OPC for e-service, circulate	0.50	\$250.00	\$125.00

Service	08/30/2023	Follow up correspondence with opposing counsel regarding joint statement.	0.30	\$550.00	\$165.00
Service	08/30/2023	Revise, finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
Service	09/08/2023	Review status of case, confirm hearing on calendar 9/15/23, send appearance info to AGR	0.30	\$250.00	\$75.00
Service	09/13/2023	Monitor court's website re tentative ruling for upcoming CMC, download tentative, CMC continued, circulate and ask CJ to calendar new date	0.30	\$250.00	\$75.00
Service	09/13/2023	Monitor status of FACC, check court's website and One Legal orders, download conformed complaint, submit to LWDA, save confirmation email, circulate	0.50	\$250.00	\$125.00
Service	09/18/2023	Download minute order re cmc dated 9/15/23 re tentative confirmed, new cmc set for 12/14/23; confirm dates on calendar	0.20	\$250.00	\$50.00
Service	09/25/2023	Revise Settlement Agreement, Review and analyze conformed FACC; Email to C. Dickey re revisions to the settlement agreement and FACC.	0.70	\$750.00	\$525.00
Service	11/01/2023	Review Defendant's revisions to the draft Agreement; advise CL	1.50	\$950.00	\$1,425.00
Service	11/01/2023	Email to/from C. Dickey re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	11/06/2023	Receipt and review Defendant's revision to long for settlement Agreement; Further revise settlement agreement; Email to C. Dickey re Plaintiff's revisions.	1.30	\$750.00	\$975.00
Service	11/08/2023	Contact Plaintiffs via email to confirm if over 40/still employed by defendants, follow up with Plaintiff Edward via call, follow up with Plaintiff Christopher via call/text and left voicemail.	0.30	\$250.00	\$75.00
Service	11/08/2023	Email to C. Dickey re: meet and confer re ADEA language and status of settlement agreement.	0.30	\$750.00	\$225.00
Service	11/08/2023	Telephone all to E. Virgen re: explanation of ADEA language and employment with Curaleaf.	0.30	\$750.00	\$225.00
Service	11/28/2023	Review file and correspondence for status; draft joint statement and submit to opposing counsel for review.	0.80	\$550.00	\$440.00
Service	11/28/2023	Revise, finalize, file and serve joint statement.	0.50	\$550.00	\$275.00
Service	11/29/2023	Review and revise Settlement Agreement; Discuss with Kyle and Nick re: general release, confidentiality breach and declarations of pending lawsuits and conflicts; review and analyze Sacramento Class Action settlement checklist.	2.30	\$750.00	\$1,725.00

Service	11/29/2023	Email from/to C. Dickey re: Revise Settlement Agreement.	0.20	\$750.00	\$150.00
Service	11/29/2023	Review Defendant revisions to agreement; review CL questions; respond to staff; review revised Agreement; work on forms for exhibits	1.30	\$950.00	\$1,235.00
Service	12/07/2023	Email to C. Dickey re: meet and confer re: revisions to class action settlement agreement and individual settlement agreement.	0.30	\$750.00	\$225.00
Service	12/08/2023	Email from C. Dickey final approval of settlement agreement.	0.20	\$750.00	\$150.00
Service	12/13/2023	Retrieve and review order; draft and circulate summary correspondence.	0.50	\$550.00	\$275.00
Service	12/14/2023	Review and analyze Defendant's revisions to settlement agreement; Email from/to C. Dickey re: revisions to settlement agreement; Revise and finalize settlement agreement;	0.50	\$750.00	\$375.00
Service	12/20/2023	Discuss with Kyle revisions to settlement agreement and exhibits.	0.20	\$750.00	\$150.00
Service	01/11/2024	Receipt and review Notice of department relocation	0.30	\$750.00	\$225.00
Service	01/26/2024	Draft exhibits to settlement agreement; review Court requirements; email Defendant	4.50	\$950.00	\$4,275.00
Service	02/02/2024	Review department 22's guidelines re reserving hearing date for MPA.	0.20	\$250.00	\$50.00
Service	02/02/2024	Review and analyze settlement agreement terms and exhibits for conformity with MOU terms. Send settlement agreement to 3 Plaintiffs for signatures. Calls to discuss terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	02/05/2024	Email from C. Dickey re executed settlement agreement.	0.30	\$750.00	\$225.00
Service	02/05/2024	Multiple email correspondence between department clerk and OPC re hearing request for Motion for Preliminary Approval.	0.20	\$250.00	\$50.00
Service	02/06/2024	Prepare POS re Notice of department relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
Service	03/14/2024	Review email and status; check regarding hearing issue; review status of Agreement; prepare final exhibits for agreement; prepare fully executed agreement and email to Defendant	1.00	\$950.00	\$950.00
Service	03/14/2024	Receive and review draft joint statement; review file for status; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	03/14/2024	Review court's docket and receive email from court	0.50	\$450.00	\$225.00

(V. Aleman) re Motion for preliminary approval set for 4/26/24					
Service	03/14/2024	Draft Joint Case Management Statement and circulate to A. Ronan for review // obtain OPC's approval for filing	0.60	\$450.00	\$270.00
Service	03/14/2024	Finalize Joint Case Management Statement, file via one legal, email courtesy copy to chambers	0.40	\$450.00	\$180.00
Service	03/21/2024	Review status and prior emails; prepare approval outline; review memo and analyze kullar issues; memo to AJ regarding additional issues; review Court guidelines	0.75	\$950.00	\$712.50
Service	03/27/2024	Draft motion for preliminary approval; analysis of Kullar issues and data points; research guidelines and rules for approval process; email draft motion to the Defendant	4.25	\$950.00	\$4,037.50
Service	03/28/2024	Download and review Tentative ruling re 3/29/24 CMC; CMC continued to 4/26/24; calendar new date	0.50	\$450.00	\$225.00
Service	04/01/2024	Review status and emails; send follow up emails to Defense counsel	0.25	\$950.00	\$237.50
Service	04/04/2024	Draft declaration ISO motion; memo to Admin regarding declaration; memo to staff regarding client decls; email Def regarding declaration	2.50	\$950.00	\$2,375.00
Service	04/04/2024	Review and revise motion for prelim approval; prepare motion for filing; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Service	04/10/2024	Review file; draft declaration of Edward Virgin III re motion for preliminary approval / class rep service payment request; email to plaintiff re draft declaration	2.75	\$675.00	\$1,856.25
Service	04/11/2024	Review file; draft declaration of Holly Alsop re motion for preliminary approval / class rep service payment request; email to plaintiff re draft declaration	1.25	\$675.00	\$843.75
Service	04/11/2024	Review file; draft declaration of Christopher Shea O'Donnell re motion for preliminary approval / class rep service payment request; email to plaintiff re draft declaration	1.25	\$675.00	\$843.75
Service	04/11/2024	Draft Joint Case Management Statement and send to C. Dickey for review	0.60	\$450.00	\$270.00
Service	04/11/2024	Finalize and file Joint CMS with C. Dickey's approval, serve via email; submit courtesy copy to chambers	0.50	\$450.00	\$225.00
Service	04/15/2024	Prepare and file declarations; draft and file POS; email Def	0.60	\$950.00	\$570.00

Service	05/16/2024	Review tentative ruling re preliminary approval motion; update email to client Eddie Virgen re status of preliminary approval	0.40	\$675.00	\$270.00
Service	06/03/2024	Work on issues identified by Court in the ruling; email Defense counsel.	1.50	\$950.00	\$1,425.00
Service	06/04/2024	Work on supplemental briefing for the Court; finalize revised class notice and proposed order	1.00	\$950.00	\$950.00
Service	06/05/2024	Draft supplemental declaration; review documents and research issues	4.50	\$950.00	\$4,275.00
Service	06/27/2024	Review tentative ruling; email Defendant; advise staff and memo to file	0.80	\$950.00	\$760.00
Service	06/28/2024	Court appearance - motion for preliminary approval; prepare for hearing; memo to file	1.50	\$950.00	\$1,425.00
Service	07/02/2024	Review signed order; prepare memo to Administrator and email list with documents	0.75	\$950.00	\$712.50
Service	07/31/2024	Review status and Admin emails; review preliminary calculations and double check figures; review formatted notice documents; respond to Admin	1.00	\$950.00	\$950.00
Service	08/15/2024	Analysis of issues regarding escalator; emails with Def	0.50	\$950.00	\$475.00
Service	08/16/2024	Review status; emails with NBB; check documents	0.50	\$950.00	\$475.00
Service	08/16/2024	Respond to NBB questions regarding escalator issues	0.50	\$950.00	\$475.00
Service	08/19/2024	Review stipulation; respond to Defendant with revisions	0.40	\$950.00	\$380.00
Service	09/09/2024	Email from C. Dickey re: uploading settlement class data.	0.30	\$750.00	\$225.00
Service	09/12/2024	Review file; provide update to plaintiff eddie virgin on case status	0.30	\$675.00	\$202.50
Service	09/13/2024	Review updated calculations, double check figures and dates	0.40	\$950.00	\$380.00
Service	09/13/2024	Telephone call to clerk re rescheduling MFA date. No answer, left voicemail. Email to court re request	0.20	\$250.00	\$50.00
Service	09/16/2024	Telephone call to clerk re rescheduling MFA date. No answer, left voicemail.	0.20	\$250.00	\$50.00
Service	09/17/2024	Telephone call to clerk re rescheduling MFA date. No answer, follow up email to chamber re request	0.20	\$250.00	\$50.00
Service	09/18/2024	Telephone call with clerk re rescheduling MFA date, clerk provided available dates. Email to KN.	0.30	\$250.00	\$75.00

Service	09/18/2024	Email to court re rescheduling MFA to 1/17	0.20	\$250.00	\$50.00
Service	09/18/2024	Respond to settlement issues and advise staff; email Defendant; review revised timeline and revised Class notice.	0.50	\$950.00	\$475.00
Service	10/11/2024	Email from M. Snow re: settlement notice and administrator report; review and analyze same.	0.20	\$750.00	\$150.00
Service	10/18/2024	Email from M. Snow re: status report of settlement administration; review and analyze status report of settlement administration	0.30	\$750.00	\$225.00
Service	10/28/2024	Work on issues regarding scheduling; review status; email staff	0.50	\$950.00	\$475.00
Service	11/11/2024	Receipt and review Administrator Report re settlement administration; Email from M. Snow re: same.	0.30	\$750.00	\$225.00
Service	11/14/2024	Receipt and review ILYM's final report; Email from M. Snow re: same.	0.20	\$750.00	\$150.00
Service	11/19/2024	Review draft Admin decl and Def revisions; review and revise declaration with redlines and comments; review prior decl; review updated declaration draft; make further revisions; double check calculations.	0.90	\$950.00	\$855.00
Service	11/19/2024	Review and Revise: review and revise administrator's declaration; review settlement agreement; review terms of prelim approval; review correspondence between parties; advise KN	0.50	\$750.00	\$375.00
Service	12/09/2024	Draft: draft motion for final approval; review settlement agreement; review preliminary approval order and motion; review correspondence between parties; review administrator's declaration	3.00	\$750.00	\$2,250.00
Service	12/10/2024	Review and Revise: review and revise motion for final approval; review billing and costs; review correspondence between parties; review court's order and docket; advise KN	0.80	\$750.00	\$600.00
Service	12/11/2024	Review and revise motion; review revised admin decl and research issue; advise Admin as to further revision; research issue for motion; circulate revised draft of motion to Def; memo to staff; revise and redline proposed order.	2.80	\$950.00	\$2,660.00
Service	12/17/2024	Populate MFA with tables of contents and authorities.	1.00	\$250.00	\$250.00
Service	12/17/2024	Draft: draft declaration in support of motion for final approval; review declaration of administrator; review costs and fees; review correspondence between parties; advise KN	1.70	\$750.00	\$1,275.00
Service	12/18/2024	Review and revise Declaration ISO motion; prepare	1.00	\$950.00	\$950.00

final exhibits					
Service	12/18/2024	Review and revise motion for final approval; prepare final motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal					\$243,380.44

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/29/2022	filing via OneLegal	1.00	\$169.87	\$169.87
Expense	08/18/2022	filing via OneLegal	1.00	\$149.28	\$149.28
Expense	08/18/2022	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	08/18/2022	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	09/21/2022	One Legal Filing - Proof of Service.	1.00	\$72.07	\$72.07
Expense	09/27/2022	filing via One Legal	1.00	\$149.28	\$149.28
Expense	10/15/2022	One Legal Filing - Notice of Remote Appearance.	1.00	\$72.07	\$72.07
Expense	01/25/2023	Berger Consulting	1.00	\$1,075.00	\$1,075.00
Expense	02/08/2023	One Legal - Joint Stipulation to Stay The Case Pending Mediation; Proposed Order	1.00	\$72.07	\$72.07
Expense	02/22/2023	Claims Administrator Fees - ILYM	1.00	\$497.57	\$497.57
Expense	05/18/2023	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	08/29/2023	OneLegal filing fee	1.00	\$334.59	\$334.59
Expense	09/01/2023	Lexis Nexis	1.00	\$818.00	\$818.00
Expense	09/06/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	09/12/2023	Expert Fees - Berger Consulting Group.	1.00	\$3,700.00	\$3,700.00
Expense	09/12/2023	One Legal Filing Fee	1.00	\$149.28	\$149.28
Expense	11/09/2023	OneLegal filing fee.	1.00	\$187.27	\$187.27
Expense	11/09/2023	OneLegal filing fee.	1.00	\$109.85	\$109.85
Expense	12/08/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	03/14/2024	OneLegal filing fee.	1.00	\$18.43	\$18.43
Expense	03/22/2024	One Legal - Notice of Remote Appearance	1.00	\$18.43	\$18.43
Expense	04/05/2024	Filing fee - motion	1.00	\$80.20	\$80.20
Expense	04/08/2024	Filing fee - motion	1.00	\$77.21	\$77.21

Expense	04/11/2024	One Legal - Joint CMS	1.00	\$18.43	\$18.43
Expense	04/16/2024	One legal filing charge	1.00	\$18.43	\$18.43
Expense	04/17/2024	One legal charge	1.00	\$51.48	\$51.48
Expense	06/06/2024	One legal filing charge	1.00	\$18.43	\$18.43
Expense	06/07/2024	One legal filing charge	1.00	\$51.48	\$51.48
Expense	12/18/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$21,339.36

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00
Norm Blumenthal	3.5	\$995.00	\$3,482.50
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	33.5	\$850.00	\$28,475.00
Ricardo Ehmann	5.95	\$675.00	\$4,016.25
Jeffrey Herman	0.6	\$750.00	\$450.00
Randy Hy	1.2	\$675.00	\$810.00
Christine LeVu	47.2	\$750.00	\$35,400.00
Kyle Nordrehaug	41.45	\$950.00	\$39,377.50
Victoria Rivapalacio	46.0	\$750.00	\$34,500.00
Andrew Ronan	122.4	\$550.00	\$67,320.00
Frederick Goldman	31.92	\$250.00	\$7,979.19
Adolfo Sanchez Contreras	3.1	\$450.00	\$1,395.00
Adolfo Sanchez Contreras	12.9	\$250.00	\$3,225.00
Yesenia Silva	3.2	\$250.00	\$800.00
		Subtotal	\$264,719.80
		Total	\$264,719.80

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/17/2025	\$264,719.80	\$0.00	\$264,719.80
Outstanding Balance				\$264,719.80
Total Amount Outstanding				\$264,719.80

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #6

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

EDWARD VIRGEN III, HOLLY ALSOP,
and CHRISTOPHER SHEA O'DONNELL, on
behalf of the State of California, as private
attorney generals, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

CURALEAF CA, INC., a California
Corporation; CURA CA LLC, a California
Limited Liability Company; CURA CS INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **34-2022-00314655-CU-OE-GDS**

**DECLARATION OF EDWARD VIRGIN
III IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 26, 2024

Hearing Time: 9:00 a.m.

Reservation # **A-314655-001**

Judge: Hon. Lauri A. Damrell

Dept: 22

Date Filed: January 31, 2022

Trial Date: Not set

DECLARATION OF EDWARD VIRGIN III

1 I, Edward Virgin III, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendants (“Curaleaf”) in California from May of 2018 to March
9 of 2021 and during that time period I was classified by Curaleaf as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case nor
14 am I aware of having any actual or potential conflicts of interest with ILYM Group, Inc., the
15 settlement administrator. I am not aware of any other pending matter or action asserting claims
16 that will be extinguished or adversely affected by this settlement.
17

18 5. I decided to file this class action lawsuit and be a plaintiff/class representative
19 because I felt that my legal rights as an employee and others like me were violated. For example,
20 I often did not receive compliant meal and rest breaks and when these violations occurred I did not
21 receive all the meal or rest break premium payments I was entitled to. My meal breaks were often
22 late, short, or missed entirely. Also, for a significant amount of the time I worked for Curaleaf, the
23 company did not have a rest period policy in place. I was also not paid for off the clock work such
24 as arriving early to perform pre-shift duties (eg. setting up the production line) and meeting with
25 my supervisors for several minutes after I clocked out to discuss events of the work day. I was also
26 contacted by my supervisors on my personal cell phone while off the clock to discuss work-related
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DECLARATION OF EDWARD VIRGIN III

1 issues. Moreover, I had to use my cell phone for my job, such as tracking inventory and
2 production logs, checking my schedule, participating in Zoom meetings and communicating via
3 text message with my supervisors, but I was not reimbursed for the expenses I incurred for using
4 my cell phone for work-related purposes.

5
6 6. I spoke to my attorneys several times and discussed how Curaleaf implemented
7 its company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the complaint
9 before it was filed and was given access to an electronic file sharing program that alerted me via
10 email when important documents were filed so that I could review them and keep up with the
11 developments in the case which I understood was one of my duties as a class representative. I
12 could also access court filings from this case on my attorney's law firm website. I also assisted
13 my attorneys with respect to responses to written discovery requests from Curaleaf.
14

15 7. Even though this action is in the process of settling, I was and remain prepared to
16 perform all the duties of a class representative. I understand that as a class representative I have
17 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
18 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
19 benefit of the class members and surrender any right to compromise the group action for an
20 individual gain.
21

22 8. I understood that being a plaintiff/class representative in this case meant that I was
23 seeking damages not only for myself but also other current and/or former non-exempt employees
24 working for Curaleaf in California who make up the class. I felt that these individuals were not
25 aware of their labor law rights and even if they were they would probably be apprehensive about
26 speaking up or even simply because of the time, effort and risk involved in filing a class action
27 lawsuit.
28

DECLARATION OF EDWARD VIRGIN III

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

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

14 11. A mediation took place on August 16, 2023 with Tripper Ortman, Esq., a well-
15 respected and experienced mediator of wage and hour class actions. After the mediation the
16 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
17 communicated with my attorneys regarding the terms of the settlement which was reached
18 between the parties and understood that I was representing absent class members and therefore
19 wanted the best possible result to be obtained for the class members and I believe a very positive
20 result was in fact achieved via settlement.

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, assisted in the responses to written discovery from Curaleaf and spent a significant amount
25 of time on the issues presented during the lawsuit and in the settlement process. I estimate that I
26 spent approximately 30-40 hours working on this case up until this point. I believe I have been
27 diligent and have done what is expected of a named plaintiff and a proposed class representative to
28

DECLARATION OF EDWARD VIRGIN III

1 date, and will continue to do so. I have and always will maintain the best interest of the class
2 members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement. I
5 know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,
10 subject to court approval, are in line to receive monetary payments as a result of this case and
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
14 requested Class Representative Service Payment of \$12,500 from the settlement is fair
15 compensation for the work I performed and the risks I undertook.
16

17 15. As part of the settlement it was necessary for me to sign a general release of all claims I
18 may have against Curaleaf. I believe the Class Representative Service Payment I have requested
19 provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Curaleaf's costs in the
23 event we did not win the case, the reputational risk that future employers may hold this lawsuit
24 against me, the general release and in light of the size of the settlement, I believe the request for
25 \$12,500 as a Class Representative service payment is fair and reasonable.

26 ///

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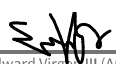
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DECLARATION OF EDWARD VIRGIN III

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

Executed on Apr 12, 2024, at Sacramento, California.
(city, state)


Edward Virgin III (Apr 12, 2024 14:28 PDT)

Edward Virgin III

EXHIBIT #7

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

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

14 **COUNTY OF SACRAMENTO**

15 EDWARD VIRGEN III, HOLLY ALSOP,
16 and CHRISTOPHER SHEA O'DONNELL, on
17 behalf of the State of California, as private
18 attorney generals, and as individuals, on behalf
19 of themselves and on behalf of all persons
20 similarly situated,

21 Plaintiffs,

22 vs.

23 CURALEAF CA, INC., a California
24 Corporation; CURA CA LLC, a California
25 Limited Liability Company; CURA CS INC.,
26 a Corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

CASE NO.: **34-2022-00314655-CU-OE-GDS**

**DECLARATION OF CHRISTOPHER
SHEA O'DONNELL IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: April 26, 2024

Hearing Time: 9:00 a.m.

Reservation # **A-314655-001**

Judge: Hon. Lauri A. Damrell

Dept: 22

Date Filed: January 31, 2022

Trial Date: Not set

DECLARATION OF CHRISTOPHER SHEA O'DONNELL

1 I, Christopher Shea O'Donnell, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.
5

6 2. I have personal knowledge of all the facts stated herein. I could and would competently
7 testify under oath to these facts in court if requested to do so.

8 3. I worked for the defendants ("Curaleaf") in California from September of 2019 to March
9 of 2021 and during that time period I was classified by Curaleaf as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA
11 representative action litigation and claims against employers for violations of the California Labor
12 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
13 am not aware of having any actual or potential conflicts of interest with another class member in
14 this case nor am I aware of having any actual or potential conflicts of interest with ILYM Group,
15 Inc., the settlement administrator. I am not aware of any other pending matter or action asserting
16 claims that will be extinguished or adversely affected by this settlement.
17

18 5. I decided to file this class action lawsuit and be a plaintiff/class representative
19 because I felt that my legal rights as an employee and others like me were violated. For example,
20 I often did not receive compliant meal and rest breaks and when these violations occurred I did not
21 receive all the meal or rest break premium payments I was entitled to. My meal breaks were often
22 late, short, or missed entirely. Also, for a significant amount of the time I worked for Curaleaf, the
23 company did not have a rest period policy in place. I was also not paid for off the clock work such
24 as arriving early to perform pre-shift duties (eg. setting up the production line) and meeting with
25 my supervisors for several minutes after I clocked out to discuss events of the work day. I was also
26 contacted by my supervisors on my personal cell phone while off the clock to discuss work-related
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28

DECLARATION OF CHRISTOPHER SHEA O'DONNELL

1 issues. Moreover, I had to use my cell phone for my job, such as tracking inventory and
2 production logs, checking my schedule, participating in Zoom meetings and communicating via
3 text message with my supervisors, but I was not reimbursed for the expenses I incurred for using
4 my cell phone for work-related purposes.

5
6 6. I spoke to my attorneys several times and discussed how Curaleaf implemented
7 its company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the amended
9 complaint before it was filed and was given access to an electronic file sharing program that
10 alerted me via email when important documents were filed so that I could review them and keep
11 up with the developments in the case which I understood was one of my duties as a class
12 representative. I could also access court filings from this case on my attorney's law firm website.

13
14 7. Even though this action is in the process of settling, I was and remain prepared to
15 perform all the duties of a class representative. I understand that as a class representative I have
16 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
17 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
18 benefit of the class members and surrender any right to compromise the group action for an
19 individual gain.

20
21 8. I understood that being a plaintiff/class representative in this case meant that I was
22 seeking damages not only for myself but also other current and/or former non-exempt employees
23 working for Curaleaf in California who make up the class. I felt that these individuals were not
24 aware of their labor law rights and even if they were they would probably be apprehensive about
25 speaking up or even simply because of the time, effort and risk involved in filing a class action
26 lawsuit.

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

DECLARATION OF CHRISTOPHER SHEA O'DONNELL

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

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

12 11. A mediation took place on August 16, 2023 with Tripper Ortman, Esq., a well-
13 respected and experienced mediator of wage and hour class actions. After the mediation the
14 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
15 communicated with my attorneys regarding the terms of the settlement which was reached
16 between the parties and understood that I was representing absent class members and therefore
17 wanted the best possible result to be obtained for the class members and I believe a very positive
18 result was in fact achieved via settlement.

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

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

14. I believe I did the right thing by filing this case on behalf of the class members who, subject to court approval, are in line to receive monetary payments as a result of this case and settlement. This is money they may never have ever gotten if I did not pursue this action on their behalf. I feel significant personal satisfaction to know that I played a role in the class members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the requested Class Representative Service Payment of \$12,500 from the settlement is fair compensation for the work I performed and the risks I undertook.

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

16. In light of all the time and effort I have spent on this case, the risk I undertook by suing a former employer, the exposure to being responsible for paying Curaleaf's costs in the event we did not win the case, the reputational risk that future employers may hold this lawsuit against me, the general release and in light of the size of the settlement, I believe the request for \$12,500 as a Class Representative service payment is fair and reasonable.

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DECLARATION OF CHRISTOPHER SHEA O'DONNELL

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

Executed on Apr 15, 2024, at Salinas, California.
(city, state)



Christopher Shea O'Donnell

EXHIBIT #8

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

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

14 **COUNTY OF SACRAMENTO**

15 EDWARD VIRGEN III, HOLLY ALSOP,
16 and CHRISTOPHER SHEA O'DONNELL, on
17 behalf of the State of California, as private
18 attorney generals, and as individuals, on behalf
19 of themselves and on behalf of all persons
20 similarly situated,

21 Plaintiffs,

22 vs.

23 CURALEAF CA, INC., a California
24 Corporation; CURA CA LLC, a California
25 Limited Liability Company; CURA CS INC.,
26 a Corporation; and DOES 1 through 50,
27 inclusive,

28 Defendants.

CASE NO.: **34-2022-00314655-CU-OE-GDS**

**DECLARATION OF HOLLY ALSOP IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 26, 2024

Hearing Time: 9:00 a.m.

Reservation # **A-314655-001**

Judge: Hon. Lauri A. Damrell

Dept: 22

Date Filed: January 31, 2022

Trial Date: Not set

1 I, Holly Alsop, declare as follows:

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

8 3. I worked for the defendants (“Curaleaf”) in California from November of 2019 to August
9 of 2020 and during that time period I was classified by Curaleaf as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA
11 representative action litigation and claims against employers for violations of the California Labor
12 Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I
13 am not aware of having any actual or potential conflicts of interest with another class member in
14 this case nor am I aware of having any actual or potential conflicts of interest with ILYM Group,
15 Inc., the settlement administrator. I am not aware of any other pending matter or action asserting
16 claims that will be extinguished or adversely affected by this settlement.
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18 5. I decided to file this class action lawsuit and be a plaintiff/class representative
19 because I felt that my legal rights as an employee and others like me were violated. For example,
20 I often did not receive compliant meal and rest breaks and when these violations occurred I did not
21 receive all the meal or rest break premium payments I was entitled to. My meal breaks were often
22 late, short, or missed entirely. Also, for a significant amount of the time I worked for Curaleaf, the
23 company did not have a rest period policy in place. I was also not paid for off the clock work such
24 as arriving early to perform pre-shift duties (eg. setting up the production line) and meeting with
25 my supervisors for several minutes after I clocked out to discuss events of the work day. I was also
26 contacted by my supervisors on my personal cell phone while off the clock to discuss work-related
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DECLARATION OF HOLLY ALSOP

1 issues. Moreover, I had to use my cell phone for my job, such as tracking inventory and
2 production logs, checking my schedule, participating in Zoom meetings and communicating via
3 text message with my supervisors, but I was not reimbursed for the expenses I incurred for using
4 my cell phone for work-related purposes.

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6 6. I spoke to my attorneys several times and discussed how Curaleaf implemented
7 its company policies and procedures. I also assisted my attorneys in their investigation into my
8 claims by providing them documents and answering their questions. I reviewed the amended
9 complaint before it was filed and was given access to an electronic file sharing program that
10 alerted me via email when important documents were filed so that I could review them and keep
11 up with the developments in the case which I understood was one of my duties as a class
12 representative. I could also access court filings from this case on my attorney's law firm website.

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14 7. Even though this action is in the process of settling, I was and remain prepared to
15 perform all the duties of a class representative. I understand that as a class representative I have
16 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
17 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
18 benefit of the class members and surrender any right to compromise the group action for an
19 individual gain.

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

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

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

12 11. A mediation took place on August 16, 2023 with Tripper Ortman, Esq., a well-
13 respected and experienced mediator of wage and hour class actions. After the mediation the
14 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
15 communicated with my attorneys regarding the terms of the settlement which was reached
16 between the parties and understood that I was representing absent class members and therefore
17 wanted the best possible result to be obtained for the class members and I believe a very positive
18 result was in fact achieved via settlement.

20 12. I have been actively involved with this lawsuit performing the duties described above.
21 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
22 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
23 settlement process. I estimate that I spent approximately 20 hours working on this case up until
24 this point. I believe I have been diligent and have done what is expected of a named plaintiff and a
25 proposed class representative to date, and will continue to do so. I have and always will maintain
26 the best interest of the class members.
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1 13. My attorneys explained to me that the settlement process involves a two-step
2 review by the Court to determine whether the settlement is fair before approving the settlement. I
3 know this process also involves notifying all class members of the settlement terms and of their
4 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
5 settlement.
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7 14. I believe I did the right thing by filing this case on behalf of the class members who,
8 subject to court approval, are in line to receive monetary payments as a result of this case and
9 settlement. This is money they may never have ever gotten if I did not pursue this action on their
10 behalf. I feel significant personal satisfaction to know that I played a role in the class members
11 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
12 requested Class Representative Service Payment of \$12,500 from the settlement is fair
13 compensation for the work I performed and the risks I undertook.
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15 15. As part of the settlement it was necessary for me to sign a general release of all claims I
16 may have against Curaleaf. I believe the Class Representative Service Payment I have requested
17 provides me with some compensation for this agreed release.
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19 16. In light of all the time and effort I have spent on this case, the risk I undertook by
20 suing a former employer, the exposure to being responsible for paying Curaleaf's costs in the
21 event we did not win the case, the reputational risk that future employers may hold this lawsuit
22 against me, the general release and in light of the size of the settlement, I believe the request for
23 \$12,500 as a Class Representative service payment is fair and reasonable.

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

Executed on Apr 11, 2024, at Los Angeles, CA.
(city, state)

Holly C. Alsop
Holly Alsop