

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

JACQUELINE ALVAREZ, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

GOLDEN STATE WATER
COMPANY, a California corporation;
and Does 1 through 50, inclusive,

Defendants.

Case No.: 22PSCV00242

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: May 21, 2024

Hearing Time: 8:30 a.m.

Reservation ID: 389553526197

Judge: Hon. Lynette Gridiron Winston

Dept.: 6

Action Filed: March 15, 2022

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiff Jacqueline Alvarez (“Plaintiff”). As such, I am fully
4 familiar with the facts, pleadings and history of this matter. I am submitting this declaration
5 in support of the Plaintiff’s Motion to Approve PAGA Settlement in this matter. The
6 following facts are within my own personal knowledge, and if called as a witness, I could
7 and would testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Golden State Water Company ration (“Defendant”) is
10 attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted
11 herewith.

12 3. PAGA Counsel mailed the necessary correspondence to the California Labor
13 and Workforce Development Agency (“LWDA”) on October 29, 2021, on behalf of Plaintiff
14 Alvarez, requesting authorization from the LWDA to seek civil penalties as provided by the
15 Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in
16 the PAGA Notice. The 65-day notice period for the LWDA to notify of its intent to
17 investigate expired on January 3, 2022. On March 15, 2022, Plaintiff Alvarez filed a
18 Representative Action Complaint in this Court against Defendant Golden State Water
19 Company alleging a single cause of action for recovery of civil penalties for Violation of the
20 PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and Defendant agreed to mediate with Hon.
21 Daniel Buckley (Ret.). Prior to the mediation, the Parties conducted significant investigation
22 and discovery of the facts and law. Defendant produced thousands of documents relating to
23 its policies, practices, and procedures regarding paying non-exempt employees for all hours
24 worked, overtime, meal and rest period policies, payroll and operations policies, and more.
25 Plaintiff was provided with sufficient records and data to determine the number of PAGA
26 Members and the number of pay periods in the PAGA Period. The Parties agree that the
27 above-described investigation and evaluation, as well as the information exchanged during
28

1 the settlement negotiations, are more than sufficient to assess the merits of the Parties'
2 positions and to compromise the issues on a fair and equitable basis. Plaintiff's theory of
3 PAGA liability as argued at mediation alleged that Defendant is liable for the time PAGA
4 Members spent working off the clock in order to meet performance metrics as a result of
5 pressures from call center work. For example, in order to keep up with an inundation of
6 customer calls, Plaintiff was required to be on call and ready to respond to customer calls at
7 all hours including during breaks and after hours. Plaintiff also alleged that Defendant
8 consistently failed to provide full relief of all duties for rest periods and also failed to provide
9 compliant rest breaks by mandating that supervisors are to advise the employee when they
10 can take breaks instead of the employee having the freedom to choose when to take a rest
11 break. In addition, Plaintiff alleged that Defendant failed to provide compliant meal breaks
12 which were often late, missed or short. Specifically, the time punch records reflect a meal
13 break violation rate assuming waivers of 24.1% of shifts greater than 6 hours (37,802 unique
14 violations out of 156,776 shifts greater than 6 hours). The pay data reflected meal break
15 premiums paid for 21 instances, therefore roughly 0.1% of facial violations had a premium
16 paid. The 37,802 meal break violations included 30,340 late (after 5th hour), 4,894 missed
17 (for shifts greater than 6 hours), 122 short (under 30 minutes), and 4,832 missed 2nd meal
18 breaks (for shifts greater than 12 hours). 61.4% of recorded meals were exactly 30 minutes
19 long and 38.1% of recorded meals were exactly 60 minutes long, which were not included as
20 violations in the analysis, but were likely the result of unlawful rounding. Plaintiff also
21 alleged that Defendant unlawfully shaved time by rounding the hours worked by the PAGA
22 Members in Defendant's favor. Furthermore, Plaintiff alleged that Defendant failed to
23 include certain bonuses into PAGA Members' regular rate for purposes of calculating the
24 correct overtime rate. Plaintiff alleged PAGA Members were underpaid overtime during
25 certain pay periods as a result. On June 16, 2023, the Parties engaged in an all-day mediation
26 session before Mediator Buckley, a respected and experienced mediator knowledgeable of
27 both the wage and hour laws and representative claims at issue in this action. Through arms-

1 length negotiations with the assistance of the mediator, the Parties reached an agreement to
2 settle the PAGA claims in this action which led to the signing of a Memorandum of
3 Understanding memorializing the settlement.¹ The settlement was negotiated in light of all
4 known facts and circumstances and the uncertainty associated with litigation – including the
5 risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
6 Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and the
7 significant delay and potential appellate issues inherent to litigation – and was reached after
8 extensive arm’s length negotiations, with the assistance of Mediator Buckley.

9 4. The claim before this Court is solely the representative claim under
10 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
11 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
12 length mediation session. The PAGA settlement is subject to Court approval consistent with
13 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties
14 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$600,000 to
15 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
16 From this PAGA Settlement of \$600,000, there is a deduction of attorneys’ fees (“PAGA
17 Counsel Fees Payment”) in the amount of \$200,000 (which is one-third of the PAGA
18 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
19 Payment”) in an amount not to exceed \$13,000, a service award of \$5,000 (“Service
20 Award”) and Settlement Administration Costs (“Administration Expenses Payment”) not to
21 exceed \$7,000. (Agreement at ¶¶ 3.2.1-3.2.3).² After these deductions, the amount

22
23 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
24 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
25 (“Individual Settlement”) (Settlement Agreement at ¶ 2.2). The individual claims were not at issue
26 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*
Kim v. Reins Int’l Cal., Inc., 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not
strip an PAGA Member of standing, as the state’s authorized representative, to pursue PAGA
remedies” nor resolve the PAGA claims.).

27 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
28 Payment less than the amounts requested, the Administrator will allocate the remainder of these
amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.2). To the extent the Administration

1 remaining is the “PAGA Payment”, which is estimated to be no less than \$375,000. Of the
2 PAGA Payment amount, seventy-five percent (75%) (no less than \$281,250) will be paid to
3 the LWDA and the remaining twenty-five percent (25%) (no less than \$93,750) will be paid
4 to the PAGA Members (Agreement at ¶ 3.2.4). “PAGA Member” means all individuals who are
5 or previously were employed by Defendant in California and classified as a non-exempt employee at
6 any time during the PAGA Period. The PAGA Period is the period from January 9, 2021 through
7 November 3, 2023. (Settlement Agreement at ¶¶ 1.4, 1.23). The Individual PAGA Payment for
8 each PAGA Member shall be based on the number of pay periods each PAGA Member
9 worked during the PAGA Period as a PAGA Member, as a percentage of the total pay
10 periods worked by all PAGA Members during the PAGA Period.³ The PAGA Period is the
11 time period from January 9, 2021 through November 3, 2023. (Agreement at ¶ 1.24). For
12 mediation, Defendant represented that there are approximately 431 PAGA Members who
13 collectively worked approximately 20,660 pay periods from January 9, 2021 to August 4,
14 2023. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall be
15 entitled to a release from the PAGA Members for any “Released PAGA Claims”, which
16 means all claims for PAGA penalties that were alleged, or reasonably could have been
17 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice
18 submitted by Plaintiff to the LWDA, which occurred during the PAGA Period (collectively
19 the “Released PAGA Claims”). (Agreement at ¶5.2). The Released PAGA Claims expressly
20 excludes all other claims, including claims for vested benefits, wrongful termination,
21 violation of the Fair Employment and Housing Act, unemployment insurance, disability,
22 social security, workers’ compensation, California class claims, and PAGA claims outside of

23 Expenses are less, or the Court approves payment less than \$7,000, the Administrator will allocate
24 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.3). In the event the Service Award
25 is approved for less than \$5,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
26 Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.1).

27 ³ See Settlement Agreement at ¶ 3.2.4 (“The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the PAGA Members’ 25% share of PAGA Payment by the
total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period
and (b) multiplying the result by each PAGA Member’s PAGA Period Pay Periods.”)

1 the PAGA period. (*Id.*) The Agreement expressly confirms that “In no event shall the
2 release of the Released PAGA Claims in this Settlement Agreement release any individual
3 non-PAGA claims of any individuals.” (*Id.*)

4 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
5 (\$200,000), a Service Award of \$5,000 and PAGA Counsel Litigation Expenses in an
6 amount not to exceed \$13,000 will also be paid to PAGA Counsel as part of the settlement in
7 accordance with California Labor Code § 2699(g)(1), as set forth in the Agreement.⁴ Lastly,
8 payment to the Administrator in an amount not to exceed \$7,000 to perform the
9 administrative duties to distribute the settlement money shall also be paid.

10 6. As experienced counsel, we believe that the PAGA Settlement is fair and
11 reasonable and therefore should be approved in light of Defendant's potential defenses to the
12 violations at issue, the risks and costs of continued litigation. ere, the Gross PAGA
13 Settlement Amount of \$600,000 is more than other PAGA settlements as it constitutes
14 approximately \$29 per pay period. This PAGA Settlement amount compares favorably to
15 the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff
16 calculated that the maximum amount of statutory PAGA civil penalties was potentially
17 \$2,066,000 based on 20,660 pay periods applicable to the PAGA Members during the PAGA
18 Period.⁵ Importantly, however, these calculations were performed at the maximum statutory
19 rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower
20 rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
21 than the maximum civil penalty if based on the facts and circumstances to do otherwise
22 would result in an award that is "unjust, arbitrary and oppressive or confiscatory." In
23 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a

24 ⁴ As set forth below at ¶ 9, PAGA Counsel incurred costs in the current amount of \$11,508.12,
25 which is less than the cost allocation in the Settlement Agreement.

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$2,066,000 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiff,
however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
2 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
3 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
4 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would
5 be only \$103,300, which is far less than this settlement provides.

6 7. Here, Plaintiff would need to prove that each PAGA Member suffered a
7 violation for each period the employee worked in relation to meal or rest period violations,
8 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
9 accurate itemized wage statements, failure to reimburse employees for required expenses,
10 and failure to pay wages when due. Defendant maintains that Plaintiff and the PAGA
11 Members were properly compensated, and that it did not violate the Labor Code.
12 Accordingly, Defendant disputes and denies Plaintiff's allegations and claims asserted in
13 both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement.
14 Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as
15 to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA
16 notification should be awarded because the violations were not intentional, and at least one
17 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that
18 some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential
19 defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
20 attorneys believe that the PAGA Settlement is fair and reasonable. Defendant has similarly
21 concluded that it is desirable that the action is settled in the manner and upon the terms and
22 conditions set forth in the Agreement in order to avoid further expense, inconvenience and
23 distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant
24 has determined that it is desirable and beneficial to put to rest the claims in this action and
25 solely for purposes of the settlement and approval of same, Defendant acknowledges the
26 PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant
27 experience litigating wage and hour claims including claims for PAGA penalties, and the
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1 PAGA Settlement here is similar to or greater than similar settlements that courts have
2 approved. The PAGA Settlement, along with the other terms of the proposed settlement,
3 were negotiated by experienced counsel at arm's length with the assistance of a private
4 mediator, Tripper Ortman. As set forth in the accompanying proof of service, the LWDA
5 has been provided notice of this motion and the PAGA settlement. The decision of the
6 LWDA to accept the PAGA Settlement and not oppose the motion should be given
7 considerable weight. This is not a situation where the Court needs to be concerned about the
8 rights of absent employees as in a class settlement, as this PAGA-only settlement does not
9 release the individual claims of absent employees other than PAGA claims, and the LWDA
10 is a sophisticated government entity that is more than able to look out for its own rights.

11 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
12 the amount of \$200,000 representing one-third of the \$600,000 Gross PAGA Settlement
13 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
14 Agreement is supported by several factors. First, the requested fees are justified by the result
15 achieved. PAGA Counsel negotiated a recovery of \$600,000.00, and this result justifies the
16 requested fees equal to one third of this recovery. This percentage is within the standard
17 contingent recovery percentage of one-third, and this percentage is what was expressly
18 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
19 (2016). Second, the fee award is justified by the work performed and contributions to the
20 case. Second, the fee award is justified by the work performed and contributions to the case.
21 As detailed in the accompanying Declaration of Kyle Nordrehaug at ¶8, the fee award
22 represents PAGA Counsel's current lodestar of \$149,587.50 with a reasonable multiplier of
23 1.3, with significant additional work to be performed such that the multiplier will ultimately
24 be even less. As detailed in the accompanying billing statement, true and correct copies of
25 which is attached hereto as Exhibit #2, the current lodestar for my firm in this court matter as
26 of April 10, 2024 is \$149,587.50 for more than 196 hours of work prosecuting the claims
27
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1 being resolved by this Settlement.⁶ This time does not include time incurred after the billing
2 was finalized and the time spent managing the completion of the settlement, which I estimate
3 will add another \$10,000 to \$20,000 in additional lodestar. Third, the consideration of the
4 enhancement factors justifies the enhancement of the lodestar. Courts multiply the lodestar
5 by a factor to account for the risk of non-payment, delay in payment, the quality of work, and
6 the novelty and difficulty of the issues involved.

7 9. The award of litigation expenses is based upon the actual expenses incurred by
8 Plaintiff and PAGA Counsel, which currently are \$11,508.12. Under the Agreement, PAGA
9 Counsel will be recovering litigation expenses in the total amount of \$11,508.12 which is
10 less than the \$13,000 allocation for costs in the Settlement Agreement, so the difference of
11 \$1,461.88 will be added to the PAGA Payment amount. The litigation expenses incurred by
12 my firm in the amount of \$11,508.12 were all reasonably necessary to the litigation and are
13 detailed in Exhibit #2 attached hereto.⁷

14
15 Experience and Qualifications

16 10. I have represented hundreds of thousands of employees in hundreds of legal
17 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
19 prosecution of wage and hour class action and PAGA action matters. The attorneys at
20 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
21 hundreds of contested motions for class certification including many consolidated wage and
22 hour matters.

23
24 ⁶ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
25 so Exhibit #2 consists of two billing statements, the first from Tussman covers work from
inception to June 2022, and the second from Clio covers work from June 2022 to the present.

26 ⁷ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
27 so Exhibit #2 consists of two billing statements, the first from Tussman covers expenses
28 from inception to June 2022, and the second from Clio covers expenses from June 2022 to
the present.

1 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
2 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
3 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
5 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
6 substantive rights of the State of California under the California Private Attorney General
7 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
8 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
9 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
10 appellate work on the subject of class actions in the California Court of Appeals resulting in
11 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
12 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
13 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
14 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
15 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
16 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
17 Labor & Employment Attorney 2016.

18 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
19 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
20 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
21 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
22 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
23 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
24 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
25 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
26 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
27 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*

1 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
2 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
3 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
4 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
5 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
6 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
7 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
8 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
9 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
10 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
11 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
12 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
13 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
14 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
15 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
16 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in
17 the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of Los
18 Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the
19 amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the
20 County of San Mateo, Case No. 22-CIV-01185). Based upon our significant experience
21 litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
22 excellent settlement and the PAGA Payment here is greater on a per pay period basis than
23 similar settlements that my firm has previously negotiated, and which courts have approved.

24 (c) Then Chief Judge Irma Gonzales in a consolidated class action
25 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
26 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
27 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).

1 Examples of other contested actions where class certification was granted Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
3 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
4 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
5 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
6 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
7 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
8 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
9 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
10 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
11 examples of heavily contested State Court wage and hour class actions where class
12 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
13 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
14 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
15 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
16 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
17 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v.*
18 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
19 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
20 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
21 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
22 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
23 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
24 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
25 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

26 (d) Over the course of the litigation, a number of attorneys in my firm have
27 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
28

1 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
2 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.
3 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
4 Blouw LLP have had extensive representative and class litigation experience, much of it in
5 the area of consumer class actions, employment class actions, securities litigation, unfair
6 business practices and other complex litigation. The attorneys at my firm have extensive
7 experience in cases involving labor code violations and overtime claims. Class Counsel has
8 litigated similar wage and hour cases against other employers on behalf of employees,
9 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
10 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
11 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart,
12 Space Exploration, Time Warner, and California State Automobile Association. It is this
13 level of experience which enabled the firm to undertake the instant matter and to successfully
14 combat the resources of the defendants and their capable and experienced counsel. On
15 account of the concerted and dedicated effort this case required in order to properly handle
16 and prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn
17 away other potential fee generating cases.

18 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
19 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to
20 \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey
21 Matrix with the appropriate 2% increase adjustment for Southern California. A true and
22 correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly
23 rates have been approved by Court's throughout California, including the Courts in the
24 Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr.
25 explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with
26 those prevailing in the [relevant] community'—the Central District of California". Finally,
27 the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
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1 rates with the rates of comparable counsel practicing complex and class litigation as detailed
2 in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant*
3 *Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer
4 Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate
5 billing rate” are reasonable rates when compared within 21 other firms practicing in the
6 Southern District of California.) This survey is useful to show that Class Counsel’s rates are
7 in line with the comparable rates of the defense counsel that opposes these types of class
8 claims, such as Mayer Brown noted above who is defense counsel in cases currently being
9 prosecuted by Class Counsel. In another example from several years ago, Sheppard Mullin
10 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
11 (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and
12 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
13 cases, in years past historically charged between \$900 and \$750 for partners and \$755 and
14 \$335 for associates. Thus, the rates charged by my firm for comparable work are less than
15 these examples and are therefore undoubtedly reasonable.

16
17 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
18 #5. In addition, the LWDA is being served with this motion which includes the Settlement
19 Agreement, as verified in the proof of service.

20
21 14. Settlement Administration – ILYM Group was selected as the Settlement
22 Administrator based upon their estimate. The ILYM estimate provides for Administration
23 Expenses in the amount of \$6,207.90. The Declaration of Anothy Rogers verifying their
24 qualifications and the estimate is submitted herewith. I have used ILYM Group successfully
25 as the administrator in more than twenty prior settlements in the last couple years and know
26 them to be competent and experienced.

15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

16. Service Award – The Settlement Agreement provides for the Plaintiff to receive a service award in the amount of \$5,000. The service of the Plaintiff on behalf of the Aggrieved Employees and the LWDA justifies this award and is detailed in the accompanying Declaration of Jacqueline Alvarez. Courts routinely award service awards in the amount of more than \$5,000 in PAGA settlements. See e.g. *Connelly v. Starbucks Corp.*, No. 1:21-cv-00746-SAB, 2023 U.S. Dist. LEXIS 175711, at *35 (E.D. Cal. Sep. 28, 2023) (granting incentive award of \$10,000 in a PAGA Settlement).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 10th day of April, 2024, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jacqueline Alvarez (“Plaintiff”) and defendant Golden State Water Company (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jacqueline Alvarez v. Golden State Water Company* (22PSCV00242) initiated on March 15, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.

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 PAGA 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 approval of this Settlement.

1.4. “PAGA Member” all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

1.5. “PAGA Member Data” means PAGA Member identifying information in Defendant’s possession including the PAGA Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “PAGA Member Address Search” means the Administrator’s investigation and search for current PAGA 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 PAGA Members.

1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. “Court” means the Superior Court of California, County of Los Angeles.

1.9. “Defendant” means named Defendant Golden State Water Company.

1.10. “Defense Counsel” means Kevin D. Sullivan and Chelsea Hadaway of the law firm of Epstein Becker & Green, P.C.

1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after notice of entry of the Judgment is submitted to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3); (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.

1.12. “Gross PAGA Settlement Amount” means the total sum of \$600,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.

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

1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.

1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Notice” means Plaintiff’s October 29, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of PAGA claims.

1.22. “PAGA Pay Period” means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.23. “PAGA Period” means the period from January 9, 2021 through November 3, 2023.

1.24. “Plaintiff” means Jacqueline Alvarez, the named plaintiff in the Action.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

1.26. “Released Parties” means Defendant, its insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity which could be jointly liable with Defendant.

1.27. “Service Award” means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On March 15, 2022, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue

in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On June 16, 2023, the Parties participated in a mediation presided over by Hon. Daniel Buckley (Ret.), which subsequently led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

2.6. The Parties, PAGA 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 PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$600,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the PAGA Members, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Plaintiff shall request from the Court a Service Award payment in the amount of \$5,000.00 in exchange for a general release of claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service

Award is approved for less than \$5,000.00 to the Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to the Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be \$200,000, and PAGA Counsel Litigation Expenses Payment of not more than \$13,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$7,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$7,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.4 To the LWDA and PAGA Members: PAGA Payment in the amount of not less than \$375,000 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$281,250) allocated to the LWDA PAGA Payment and 25% (no less than \$93,750) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Pay Periods. Based on a review of its records, Defendant estimates that, as of August 4, 2023, there were approximately 431 PAGA Members who collectively worked a total of 20,660 PAGA Pay Periods from January 9, 2021 to August 4, 2023.

4.2. PAGA Member Data. Within fifteen (15) days of the Effective Date, Defendant will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Gross PAGA Settlement Amount. If no objection to the settlement is made and no other individual or the LWDA moves to intervene and/or vacate the judgment or settlement approval order, and if no appeal is filed from the judgment or settlement approval order, then Defendant shall fund the settlement no later than seventy-five (75) days after service of notice of entry of judgment and the approval order on the LWDA. If an appeal is filed, Defendant shall fund the settlement no later than thirty (30) days after the date the judgment is affirmed, in whole or in material part, and no longer subject to further appeal.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Award and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within seven (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 PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly

send a replacement check to any PAGA Member whose original check was lost or misplaced, if requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State of California Unclaimed Property Fund in the name of the absent PAGA Member, subject to Court approval.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA 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 the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. Release by PAGA Members: All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims."

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual non-PAGA claims of any individuals.

5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff shall prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 PAGA Member 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 PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator. In their Declarations, Plaintiff and PAGA 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.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

7.1. 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 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.

7.2. 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.

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

7.4. 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.

8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that the PAGA Members collectively worked (i) 20,660 Pay Periods from January 9, 2021 through August 4, 2023 and (ii) 22,574 Pay Periods during the PAGA Period. If it is determined that the total number of pay periods collectively worked by the PAGA Members from January 9, 2021 through the end date of the PAGA Period is more than 10% greater than 20,660 (i.e., if there were actually 22,727 pay periods or more collectively worked by the PAGA Members from January 9, 2021 through the end date of the PAGA Period), then Defendant will have the option to either (i) allow the Gross Settlement Amount (defined above) to increase on a pro rata basis above 10% to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by 11%, the Gross Settlement Amount will increase by one (1) percent), or (ii) shorten the PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the number of pay periods of more than 10%.

9. **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 pursuant to Code of Civil Procedure 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.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 another party 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 PAGA Payment.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 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 the mediator, Hon. Daniel Buckley (Ret.), for resolution.

10.5 No 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press

conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.12 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of PAGA Member Data.

10.13 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.

10.14 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.

10.15 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 Plaintiff:	Norman Blumenthal norm@bamlawca.com Kyle R. Nordrehaug kyle@bamlawca.com Aparajit Bhowmik aj@bamlawca.com Nicholas J. De Blouw deblouw@bamlawca.com Blumenthal Nordrehaug Bhowmik De Blouw LLP 2255 Calle Clara La Jolla, California 92037 Phone: (858) 551-1223 Facsimile: (858) 551-1232
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To Defendant: Kevin D. Sullivan
ksullivan@ebglaw.com
Chelsea Hadaway
chadaway@ebglaw.com
EPSTEIN BECKER & GREEN, P.C.
1925 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 556-8861
Facsimile: (310) 553-2165

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Mar 21, 2024


Jacqueline Alvarez (Mar 21, 2024 21:00 PDT)

Plaintiff Jacqueline Alvarez

Dated: March 19, 2024



Robert J. Sprowls

Authorized signatory for Defendant Golden State Water Company

Dated: March __, 2024

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: March 20, 2024

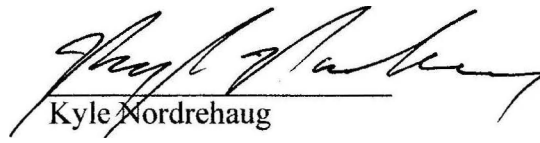


Kevin D. Sullivan
Epstein Becker & Green, P.C.
Attorney for Defendant

Dated: _____

Robert J. Sprowls
Authorized signatory for Defendant Golden State Water Company

Dated: 3/22/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Kevin D. Sullivan
Epstein Becker & Green, P.C.
Attorney for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

APRIL 9, 2024

JACQUELINE ALVAREZ

RE: GOLDEN STATE WATER COMPANY
FILE NUMBER: CA2516.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/29/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. CONFERENCE WITH CLIENT TO DISCUSS.	3.60	850	3,060.00
10/02/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
10/07/21	ND	REVIEW AND ANALYZE DFEH AND RETALIATION CLAIMS. ANALYZE EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING THE SAME. CALL WITH PLAINTIFF TO OBTAIN FACTS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS FOR DFEH AND DISCRIMINATION CLAIMS.	3.90	850	3,315.00
10/15/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.10	850	3,485.00
10/18/21	ND	ANALYZE ARBITRATION AGREEMENT TERMS. CALL WITH PLAINTIFF	3.70	850	3,145.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REGARDING ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY AND ENFORCEABILITY OF AGREEMENT.			
10/26/21	ND	REVIEW AND REVISE COMPLAINT. CALL WITH PLAINTIFF REGARDING REVISIONS TO COMPLAINT AND PROCESS OF LAWSUIT.	3.90	850	3,315.00
10/27/21	ND	REVIEW REVISE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL.	2.00	850	1,700.00
10/27/21	ND	REVIEW PAY STUBS AND COMPLAINT. DRAFT PAGA NOTICE.	2.00	850	1,700.00
11/01/21	ND	REVIEW ENTIRE CASE FILE. DRAFT INTERNAL CASE NOTES MEMO. STATUS UPDATE TO PLAINTIFF.	2.00	850	1,700.00
03/03/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
03/08/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
03/10/22 01	KN	ANALYSIS OF CLAIMS AND DOCUMENTS; REVIEW MEMOS AND RESEARCH FROM STAFF; REVIEW OF FACTS AND POTENTIAL VIOLATIONS	2.50	950	2,375.00
03/14/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
03/14/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS; 1198.5 RESPONSE DOCUMENTS	3.00	675	2,025.00
03/15/22	RE	REVIEW & EDIT PAGA ONLY COMPLAINT DRAFT; FINALIZE FOR SAME DAY FILING	2.75	675	1,856.25
03/15/22	RE	DRAFT CIVIL CASE COVER SHEET, SUMMONS AND ADDENDUM/STATEMENT OF LOCATION	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/15/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.75	675	506.25
03/15/22 17	KN	REVIEW & REVISE DRAFT COMPLAINT; ADVISE RE	1.00	950	950.00
03/16/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE OF ASSIGNMENT, MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
03/16/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING/UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
03/17/22	KN	REVIEW FILED COMPLAINT AND COURT DOCUMENTS; REVIEW MEMO FROM RE	0.30	950	285.00
05/06/22	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00
05/10/22	RE	REVIEW INFORMATION FROM PROCESS SERVER RE ATTEMPTED SERVICE; COMM. W PROCESS SERVER COMPANY RE NEXT STEPS; DEC OF DUE DILIGENCE	0.30	675	202.50
05/13/22	RE	FILE DEC OF DUE DILIGENCE RE ATTEMPTED SERVICE OF PROCESS; MEMO TO FIRM AND TEAM RE STATUS OF SERVICE	0.50	675	337.50
05/13/22	RE	REVIEW LETTER OF REP; DRAFT NOTICE AND ACKNOWLEDGMENT OF RECEIPT; EMAIL AND MAIL SERVICE OF PROCESS DOCUMENTS TO WILLIAM O. STEIN; COMM. W STAFF RE MAILING HARD COPY TO DEFENSE COUNSEL	0.60	675	405.00
05/17/22	KH	RESEARCH LOS ANGELES COUNTY	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LOCAL RULE RE DOE AMENDMENTS; DRAFT AMENDMENT (DOE 1) ON LOCAL FORM.			
05/17/22	PM	REVIEW COMPLAINT AND CASE NOTES; ANALYZE LEGAL AND FACTUAL ISSUES.	1.50	750	1,125.00
06/08/22	RE	DRAFT POS-010 PROOF OF SERVICE OF SUMMONS; FILE IN LA SUP CT.; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.70	675	472.50
<u>TOTAL BILLED HOURS</u>					
KARLA HORNE		0.50 hr @ 250.00	\$	125.00	
KYLE NORDREHAUG		3.80 hr @ 950.00	\$	3,610.00	
NICK DEBLOUW		29.70 hr @ 850.00	\$	25,245.00	
PIYA MUKHERJEE		1.50 hr @ 750.00	\$	1,125.00	
RICO EHMANN		11.30 hr @ 675.00	\$	7,627.50	
SCOTT BLUMENTHAL		5.20 hr @ 450.00	\$	2,340.00	
TOTAL PROFESSIONAL SERVICES			52.00		<u>\$ 40,072.50</u>
COSTS ADVANCED					
10/29/21	PAGA FILING FEE				75.00
03/16/22	ONELEGAL/COURT FILING FEE				<u>465.03</u>
TOTAL COSTS ADVANCED					<u>\$ 540.03</u>
TOTAL CURRENT CHARGES					<u>\$ 40,612.53</u>

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/09/2024
Due On: 05/09/2024

Jacqueline Alvarez
10984 Fremont Avenue
Montclair, CA 91763

CA2516

Golden State Water Company

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/27/2022	Research status of case by reviewing CMO, judicial assignment, eval PM emails re arb and next steps	1.00	\$550.00	\$550.00
Service	06/27/2022	Evaluate OSC and research docket,	0.50	\$550.00	\$275.00
Service	07/11/2022	Research case status, research docket re OSC, review case notes, and CMO, draft CMC St., sent to KH for filing	0.75	\$550.00	\$412.50
Service	07/13/2022	Correspondence with Defense counsel regarding election for E-service; Review/revise Plaintiff's Case Management Statement; Draft proof of electronic service; Finalize all and prepare for submission to Court with E-service on all counsel.	0.60	\$250.00	\$150.00
Service	07/28/2022	Review status of action and correspondences with defense; advise CJ re status and issues to address at CMC.	1.00	\$750.00	\$750.00
Service	07/28/2022	Prepare for CMC by eval status of case and claims, review cmc st.	1.00	\$550.00	\$550.00
Service	07/28/2022	Appear at CMC, memorialize to firm, analyze next steps	1.00	\$550.00	\$550.00
Service	07/29/2022	Draft Notice of Ruling at Case Management Conference.	0.50	\$250.00	\$125.00
Service	08/01/2022	Finalize Notice of Ruling at Case Management	0.40	\$250.00	\$100.00

		Conference; Prepare for submission to Court with E-service on all counsel.			
Service	08/01/2022	Review, revise, finalize and send for filing Notice of Ruling	0.50	\$550.00	\$275.00
Service	08/02/2022	Review status and notice of ruling; analysis of arbitration issues; advise staff	0.50	\$950.00	\$475.00
Service	08/22/2022	Review legal and factual issues; draft correspondence to Def. re dismissal of representative PAGA claims; review case history and prior orders.	1.00	\$750.00	\$750.00
Service	10/31/2022	Draft: draft CMC statement; review complaint and case notes; advise GG	2.60	\$750.00	\$1,950.00
Service	01/05/2023	Review docs, analyze re settlement issues. Advise AJ.	1.25	\$995.00	\$1,243.75
Service	01/06/2023	Review docs, analyze settlement issues.	1.50	\$995.00	\$1,492.50
Service	01/27/2023	Review and Analyze: review and analyze documents; draft mediation data request; review complaint and case notes; advise AJB	3.50	\$750.00	\$2,625.00
Service	02/06/2023	Review and Revise: review and revise mediation data request; correspondence to defendant re mediation and information for mediation	0.50	\$750.00	\$375.00
Service	03/07/2023	Draft: draft CMC statement; review status of case and mediation; review correspondence between the parties; finalize and file	1.10	\$750.00	\$825.00
Service	03/21/2023	Review and Analyze: review case notes and complaint; review correspondence between parties; review mediation confirmation; advise AJB and PM	0.70	\$750.00	\$525.00
Service	03/22/2023	Review and Analyze: review court's orders and case notes; review court's docket; advise PM	0.50	\$750.00	\$375.00
Service	03/22/2023	Review complaint and legal and factual issues; appear for CMC; draft internal memo summary of CMC.	1.50	\$750.00	\$1,125.00
Service	04/26/2023	Correspondence with Opposing Counsel: correspondence with Def; review mediation documents and demand; advise PM	0.50	\$750.00	\$375.00
Service	04/28/2023	conference with Def re mediation data production; review documents; advise AJB and PM	0.70	\$750.00	\$525.00
Service	05/01/2023	Evaluate status of mediation and status of documents in preparation for mediation, advise PM and VR	0.50	\$550.00	\$275.00
Service	05/01/2023	Review and Analyze: review and analyze request for mediation data; review mediation data and documents; advise CJ	2.00	\$750.00	\$1,500.00
Service	05/02/2023	Review and nalyze documents produced to date and follow up with Defendant re documents required for	0.75	\$550.00	\$412.50

		mediation			
Service	05/04/2023	Review status and analysis of claims from staff; review summary of documents	0.60	\$950.00	\$570.00
Service	05/09/2023	Evaluate status of documents and data produced for mediation, review prior correspondence with OPC, and AJB, review status of mediation	1.00	\$550.00	\$550.00
Service	05/16/2023	Evaluate status of mediation data and documents required for analysis prior to drafting brief, correspond with defense counsel re same	0.50	\$550.00	\$275.00
Service	05/19/2023	Review documents produced for mediation and annotate in chart for mediation, evaluate prior correspondence re same and correspond regarding sampling proposition	1.00	\$550.00	\$550.00
Service	05/24/2023	Review and analyze data produced for mediation purposes. Analyze case file and discovery to date. Status update to Plaintiff. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	05/25/2023	Evaluate status of case, and documents produced to date, review documents and claims, review prior correspondence re mediation documents, correspond with OPC re same	1.00	\$550.00	\$550.00
Service	05/26/2023	Receipt and Review of Correspondence: review correspondence between parties; review discovery and discovery agreements; advise CJ	0.50	\$750.00	\$375.00
Service	05/26/2023	Continue evaluation of case and documents for mediation, review exhibits and add	1.50	\$550.00	\$825.00
Service	05/26/2023	Review client documents and annotate re documents in worksheet for mediation	1.00	\$550.00	\$550.00
Service	05/26/2023	Review pay stubs exemplars for 226(a) violations and overtime claims. Legal research regarding Code of Federal regulations and recent case law regarding the same.	3.90	\$850.00	\$3,315.00
Service	05/29/2023	Legal research regarding previous settlements with similar claims and pay periods for mediation valuation. Call with Plaintiff to discuss background facts for mediation brief and settlement authority.	3.10	\$850.00	\$2,635.00
Service	06/02/2023	Review facts and law. Draft mediation brief.	6.00	\$850.00	\$5,100.00
Service	06/08/2023	Review docs, analyze re mediation issues. Advise AJ.	1.25	\$995.00	\$1,243.75
Service	06/08/2023	Legal research regarding client's individual DFEH claims. Analyze off the clock work tasks. Revise mediation brief.	3.90	\$850.00	\$3,315.00
Service	06/08/2023	Review documents and data received; review staff analysis and research; analyze claims and d review current mediation brief draft; provide input	2.50	\$950.00	\$2,375.00

Service	06/12/2023	Draft/file mediation brief.	3.00	\$895.00	\$2,685.00
Service	06/14/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	06/15/2023	Review and analyze all mediation materials, including exhibits to mediation brief. Analyze Expert penalty report and assumptions. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	06/16/2023	Review docs, analyze re settlement issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	06/16/2023	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
Service	06/16/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	07/17/2023	Advise VR and PM re impact of Adolph decision on case	0.50	\$550.00	\$275.00
Service	08/01/2023	Review status of action; strategize re next steps.	0.50	\$750.00	\$375.00
Service	08/01/2023	Draft: draft CMC statement; review case notes and complaint; review court's orders and docket; advise PM; review correspondence between parties	1.90	\$750.00	\$1,425.00
Service	08/16/2023	Prepare for CMC by reviewing al claims, case notes, CMC Statement, deadlines, prior orders	1.50	\$550.00	\$825.00
Service	08/16/2023	Appear at CMC, annotate outcome adn memorialize to firm	1.50	\$550.00	\$825.00
Service	08/22/2023	Analyze settlement terms, advise AJ.	1.75	\$995.00	\$1,741.25
Service	08/23/2023	Review/analyze/revise/respond to Defendant's redlines to MOU.	3.00	\$895.00	\$2,685.00
Service	08/23/2023	Analyze settlement issues; review revisions to MOU; advise AJ	1.50	\$950.00	\$1,425.00
Service	09/05/2023	Review and Analyze: review correspondence between parties; review docket and orders; review MOU; advise PM	0.60	\$750.00	\$450.00
Service	09/22/2023	Review and analyze MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and timing of settlement payment.	1.30	\$850.00	\$1,105.00
Service	09/28/2023	Review & analyze MOU	1.00	\$675.00	\$675.00
Service	10/08/2023	Review MOU and file; begin drafting long form PAGA settlement agreement	2.00	\$675.00	\$1,350.00
Service	10/09/2023	Draft long form PAGA settlement agreement	4.50	\$675.00	\$3,037.50
Service	10/10/2023	Review file; draft individual settlement agreement re plaintiff; email to OPC re long form PAGA & individual agreement drafts	2.80	\$675.00	\$1,890.00
Service	10/10/2023	Review agreement, analyze for final.	2.50	\$995.00	\$2,487.50

Service	11/03/2023	Review file; follow up with OPC re draft Agreement redlines	0.40	\$675.00	\$270.00
Service	11/17/2023	Prepare for CMC, evaluate status of case and claims, cmc statement	1.00	\$550.00	\$550.00
Service	11/17/2023	Appear at CMC, memorialize outcome to firm, determine next steps	1.00	\$550.00	\$550.00
Service	12/01/2023	Review file; follow up with OPC re status of long form Agreement review	0.30	\$675.00	\$202.50
Service	01/11/2024	Review status of long form Agreement; review OPC redline edits; email to KN re next steps to finalize admin and long form PAGA agreement	0.50	\$675.00	\$337.50
Service	01/11/2024	Review questions from RE; review Admin estimates; respond to RE	0.30	\$950.00	\$285.00
Service	01/12/2024	Review file; follow up w OPC re status of individual agreement; send admin quotes	0.40	\$675.00	\$270.00
Service	01/16/2024	Review OPC redlines to long form PAGA Agreement again; follow up email to KN re revisions to Agreement & suggested next steps re insertion of costs/admin	0.50	\$675.00	\$337.50
Service	01/16/2024	Review Def revisions to Agreement; review notes from RE; advise RE re: agreement	0.60	\$950.00	\$570.00
Service	01/16/2024	Confer w KN re long Agreement revisions; revise Agreement draft; email to OPC w revised PAGA Agreement	1.00	\$675.00	\$675.00
Service	01/25/2024	Review file; follow up with OPC re long form Agreement draft and redlines to individual agreement	0.30	\$675.00	\$202.50
Service	01/31/2024	Review file; follow up w OPC re long form PAGA Agreement revisions & individual agmt revisions	0.30	\$675.00	\$202.50
Service	02/08/2024	Review comm. from OPC re Ind. Agreement revisions/redlines; email to OPC re status of finalization of long form PAGA Agmt.	0.30	\$675.00	\$202.50
Service	02/19/2024	Review & analyze redline edits to individual agreement from OPC; memo to KN re proposed edits	1.75	\$675.00	\$1,181.25
Service	02/22/2024	Research re CA Form 590 (Withholding Exemption Certificate) and CA Form DE 4 (Employee's Withholding Allowance Certificate) re Individual Agreement revisions by OPC; email to KN re same	0.75	\$675.00	\$506.25
Service	02/27/2024	Review & analyze latest redline edits to long form PAGA Agreement from OPC; email/memo to KN re proposed edits	0.75	\$675.00	\$506.25
Service	02/27/2024	Review status; Analyze redlines and settlement issues; review email from RE and advise RE	0.80	\$950.00	\$760.00

Service	03/12/2024	Review final revisions to agreement; analyze for next steps; review emails from RE; memo tp RE	1.00	\$950.00	\$950.00
Service	03/12/2024	Final review of Individual & PAGA Revisions to long form Agreements; email to KN; finalize long form Agreements; email to OPC w final Agreements; email to ND re CA tax forms to be submitted with Individual Agreement	1.00	\$675.00	\$675.00
Service	03/13/2024	Review file; begin drafting motion to approve PAGA Settlement	3.75	\$675.00	\$2,531.25
Service	03/14/2024	Finish draft of Motion to Approve PAGA Settlement	3.25	\$675.00	\$2,193.75
Service	03/14/2024	Draft Proposed Order & Judgement re Motion to Approve PAGA Settlement	1.00	\$675.00	\$675.00
Service	03/15/2024	Review and revise motion for PAGA approval; revise proposed order; research issues and reserve hearing date for motion; email draft motion to Defendant; memo to staff	2.30	\$950.00	\$2,185.00
Service	03/21/2024	Review status and emails; check motion dates; review signed agreements; respond to NBB questions	0.50	\$950.00	\$475.00
Service	03/21/2024	Review and analyze settlement agreement terms for conformity with MOU terms. Conference with Plaintiff to discuss terms and process of payout. Follow up for signature on agreement.	1.40	\$850.00	\$1,190.00
Service	03/26/2024	Review file; draft declaration of Jacqueline Alvarez re service award request in support of PAGA approval motion; email to client re draft declaration	2.25	\$675.00	\$1,518.75
Service	04/01/2024	Review docs, analyze. Outline PAGA approval motion.	2.25	\$995.00	\$2,238.75
Service	04/03/2024	Review status and emails; reserve hearing; email staff; update motion	0.50	\$950.00	\$475.00
Service	04/09/2024	Draft declaration ISO motion	2.00	\$950.00	\$1,900.00
Service	04/09/2024	Review billing for accuracy and to final costs; prepare exhibits for motion	0.50	\$950.00	\$475.00
Service	04/10/2024	Review and revise motion; work on final issues for motion; final motion; file and serve motion; serve LWDA	3.50	\$950.00	\$3,325.00
Services Subtotal				\$109,515.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/13/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	05/31/2022	KNOX - Messenger and Filing Service	1.00	\$114.55	\$114.55

Expense	06/08/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	06/10/2022	Onelegal/Filing Fee	1.00	\$41.95	\$41.95
Expense	07/13/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	08/01/2022	One Legal filing fee	1.00	\$17.19	\$17.19
Expense	03/08/2023	filing via One Legal	1.00	\$27.95	\$27.95
Expense	03/09/2023	filing via One Legal	1.00	\$42.98	\$42.98
Expense	03/29/2023	Mediation Fees - Signature Resolution - Judge Buckley	1.00	\$5,450.00	\$5,450.00
Expense	05/18/2023	One Legal filing fee	1.00	\$33.92	\$33.92
Expense	05/18/2023	One Legal filing fee	1.00	\$17.66	\$17.66
Expense	06/22/2023	Berger Consulting Fees	1.00	\$5,040.00	\$5,040.00
Expense	08/02/2023	Court filing via OneLegal	1.00	\$17.66	\$17.66
Expense	09/01/2023	Lexis Nexis	1.00	\$35.00	\$35.00
Expense	11/02/2023	filing via One Legal	1.00	\$17.66	\$17.66
Expense	04/09/2024	Filing fee - motion.	1.00	\$60.00	\$60.00
Expenses Subtotal				\$10,968.09	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Norm Blumenthal	12.0	\$995.00	\$11,940.00
Scott Blumenthal	10.6	\$450.00	\$4,770.00
Nicholas De Blouw	27.0	\$850.00	\$22,950.00
Ricardo Ehmann	28.8	\$675.00	\$19,440.00
Charlotte James	17.5	\$550.00	\$9,625.00
Piya Mukherjee	4.0	\$750.00	\$3,000.00
Kyle Nordrehaug	17.1	\$950.00	\$16,245.00
Victoria Rivapalacio	15.1	\$750.00	\$11,325.00
Karla Horne	1.5	\$250.00	\$375.00
Subtotal			\$120,483.09
Total			\$120,483.09

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/09/2024	\$120,483.09	\$0.00	\$120,483.09
Outstanding Balance				\$120,483.09
Total Amount Outstanding				\$120,483.09

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

Please pay within 30 days.

EXHIBIT #3

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 Ehmann

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);

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

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (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)

CLASS ACTION & REPRESENTATIVE CASES

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

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; 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

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

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquet, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

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

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

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. 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 #4

LAFFEY MATRIX

History

Case Law

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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 #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

October 29, 2021

CA2616

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Golden State Water Company
Certified Mail #70211970000003066286
Eva G. Tang
630 E. Foothill Blvd.
San Dimas CA 91773

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Golden State Water Company in California and classified as non-exempt employees during the time period of October 29, 2020 until a date as determined by the Court. Our offices represent Plaintiff Jacqueline Alvarez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Golden State Water Company (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2020 to June of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Also, Defendant violated Cal. Lab. Code Section 226(a)(9) by failing to list the amount of hours and hourly rates for certain wages payments, including but not limited to for the “Retro Pay” payment, which was a wage payment. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.