

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

HAMZA KISSAM and ASIA CRAWFORD,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

HAWTHORNE HYDROPONICS LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

Case No. CIVSB2203720

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

Hearing Date: May 15, 2025

Hearing Time: 1:30 p.m.

(Hearing set at 1/31/25 hearing)

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: March 3, 2022

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of the Plaintiffs’ unopposed motion by
8 for preliminary approval of the proposed class action settlement with Defendant Hawthorne
9 Hydroponics, LLC (“Defendants”), which motion seeks entry of an order: (1) preliminarily
10 approving the proposed settlement of this class action with Defendant; (2) for settlement purposes
11 only, conditionally certifying the Class, which is comprised of “all individuals who are or previously
12 were employed by Defendant Hawthorne Hydroponics, LLC who were classified as non-exempt in
13 the State of California at any time during the Class Period”, which is March 3, 2018 through
14 December 12, 2024; (3) provisionally appointing Plaintiffs as the representatives of the Class; (4)
15 provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the
16 Class; (5) approving the form and method for providing notice to the Class of the proposed
17 settlement; (6) directing that notice of the proposed settlement be given to the Class; (7) appointing
18 ILYM Group, Inc. as the Administrator; and (8) scheduling a final approval hearing date, proposed
19 for October 2, 2025, to consider the Plaintiffs’ motion for final approval of the settlement and for
20 approval of attorneys’ fees, expenses and the service awards. Plaintiffs and Defendant have reached
21 a full and final settlement of the above-captioned action, which is set forth in the Memorandum of
22 Understanding (the “Agreement”) filed concurrently with the Court. Attached hereto as Exhibit #1
23 is a copy of the fully executed Agreement. This Declaration incorporates by reference the
24 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
25 in the Agreement.

1 Fairness of Settlement

2 3. As consideration for this Settlement, the Gross Settlement Amount is One Million
3 Four Hundred Eighty Thousand Dollars (\$1,480,000.00) to be paid by Defendant, as set forth in the
4 Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the
5 Parties and will be made in full and final settlement of the released claims. The Gross Settlement
6 Amount includes all payments of Individual Class Payments to the Participating Class Members, the
7 Administration Expenses Payment to the Administrator, the Class Counsel Fees Payment and Class
8 Counsel Litigation Expenses Payment to Class Counsel, the Class Representative Service Payments
9 to Plaintiffs, and the PAGA Penalties payment to the California Labor and Workforce Development
10 Agency (the "LWDA") and the Aggrieved Employees. The Settlement is all-in with no reversion to
11 Defendant and no need for Class Members to submit claim forms. The following is a table of the
12 key financial terms of the Settlement and the proposed deductions:

13 **\$1,480,000** (Gross Settlement Amount)

- 14 - \$30,000 (Plaintiffs' proposed service awards not to exceed \$15,000 each)
15 - \$100,000 (Class Counsel Litigation Expenses - not to exceed amount)
16 - \$493,333 (Class Counsel Fees Payment - not to exceed one-third of settlement)
17 - \$50,000 (PAGA Penalties - 75% to LWDA / 25% to Aggrieved Employees)
18 - \$12,450 (Administration Expenses Payment)

19 **\$794,217** (Net Settlement Amount)

20 4. The relief provided in the Settlement will benefit all members of the Class. The
21 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
22 Payments to the Class Members are all determined under a neutral methodology. Each Participating
23 Class Member will receive the same opportunity to participate in and receive payment through a
24 neutral formula that is based upon the Workweeks worked by that individual.

25 5. On December 12, 2024, the Parties participated in an all-day mediation session
26 presided over by Jonathan Andrews, Esq., a respected and experienced mediator of wage and hour
27 class actions. In preparation for the mediation, Defendant provided Class Counsel with necessary
28

1 information, including the Class payroll and timekeeping data. Plaintiffs analyzed the data with the
2 assistance of a damages expert, Berger Consulting, and prepared and submitted a mediation brief
3 and damage valuation to the Mediator. Following the all-day mediation, the Parties agreed to the
4 Settlement, which was memorialized in the form of a Memorandum of Understanding. The final
5 terms of the Settlement were negotiated and set forth in the Agreement now presented for this
6 Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is fair,
7 reasonable and adequate.

8 6. Based upon 717 Class Members who collectively worked 65,252 Workweeks
9 (Agreement at ¶ 11), the Gross Settlement Amount provides a value of \$2,064 per Class Member
10 and \$22 per Workweek and, after deductions, the Net Settlement Amount provides an average
11 recovery of \$1,107.69 per Class Member and \$12.17 per Workweek. The calculations to
12 compensate for the amount due to the Class Members at the time the Settlement was negotiated
13 were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel
14 analyzed the data for putative class members and determined the potential maximum damages for
15 the class claims. For the Class, the maximum potential damages for unpaid wages due to rounding
16 was \$42,488, the maximum potential damages for alleged off-the-clock work at one hour per week
17 was \$2,390,228, the maximum potential damages for unpaid overtime wages as a result of the
18 miscalculation of the regular rate was \$113,302, the maximum potential damages for sick pay and
19 meal premiums as a result of the miscalculation of the regular rate was \$114,921, the maximum
20 potential damages for the alleged unpaid overtime is \$258,783, the maximum potential damages for
21 alleged meal period violations were estimated to be \$834,808 based upon a 15.8% violation rate
22 observed in the time records and after deduction for meal premiums already paid by Defendant, the
23 maximum potential damages for alleged rest period violations were estimated to be \$1,067,194
24 based upon the same 15.8% potential violation rate observed for meal breaks, and the maximum
25 potential damages for the alleged failure to reimburse business expenses were calculated to be
26 \$89,785 based upon \$5 per month. In total, the damages for the Class were calculated to have a
27
28

1 maximum potential total value of \$4,911,509.¹ In addition, Plaintiffs calculated that the maximum
2 value of the potential waiting time penalties was between \$1,773,865 and \$3,983,731, depending on
3 the predicate violation, and the maximum value of the potential wage statement penalties was
4 \$1,413,650.² Defendant vigorously disputed Plaintiffs' calculations and exposure theories.
5 Consequently, the Gross Settlement Amount represents more than 30% of Plaintiffs' calculation of
6 the potential maximum damages at issue for the Class in this case, assuming these amounts could all
7 be proven in full at trial.³ Importantly, the recent decision that good faith belief of compliance by
8 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could
9 completely negate the claims for waiting time and wage statement penalties, even if wages were
10 owed to the class. The maximum calculations should then be realistically risk rated in consideration
11 for both the risk of class certification and the risk of establishing class-wide liability on all claims.
12 Given the amount of the Settlement as compared to the potential value of the claims, the Settlement
13 is most certainly fair and reasonable.

14 15 Procedural History of the Litigation

16 7. On November 19, 2021, Plaintiff Hamza Kissam filed with the LWDA and served on
17 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations

18
19 ¹ This valuation of the class claims overstates the damages and penalties by roughly 12% to 20%
20 because the valuation was based on 907 employees with 74,328 workweeks, whereas the figures at
21 mediation were actually 717 employees with 65,252 workweeks.

22 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
24 defenses asserted by Defendant, including but not limited to, a good-faith dispute defense as to
25 whether any premium wages for meal or rest periods or other wages were owed given Defendant's
26 position that Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission*
27 *Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer
28 and employee have a good faith dispute as to whether and when the wages were due.").

³ Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not include
the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed
below at ¶ 33.

1 to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations,
2 including Cal. Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510,
3 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
4 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
5 to Provide Seating), and violation of the applicable Industrial Welfare Commission Wage Order(s).
6 A true and correct copy of this PAGA Notice is attached hereto as Exhibit #4.

7 8. On March 3, 2022, plaintiff Diana Smyth filed a complaint against Defendant in the
8 Superior Court of the State of California, County of Los Angeles ("Class Action"). Plaintiff Smyth's
9 complaint asserted class claims against Defendant as follows: (a) Violated California Business and
10 Professions Code § 17200 et seq.; (b) Failed to pay overtime wages in violation of California Labor
11 Code § 510, et seq.; (c) Failed to provide required meal periods in violation of California Labor
12 Code §§ 226.7 & 512 and the applicable IWC Wage Order; (d) Failed to provide required rest
13 periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
14 (e) Failed to provide accurate itemized wage statements in violation of California Labor Code §
15 226; (f) Failed to reimburse employees for required expenses in violation of California Labor Code
16 § 2802; and, (g) Failed to provide wages when due in violation of California Labor Code §§ 201,
17 202 and 203. On March 3, 2022, Plaintiff Kissam filed a Representative Action Complaint against
18 Defendant in the San Bernardino Superior Court alleging a single cause of action to recover civil
19 penalties against Defendant for violating the Private Attorney General Act, Cal. Labor Code §§
20 2698, et seq. ("PAGA Action"). This PAGA Action complaint asserted a cause of action seeking
21 Civil Penalties pursuant to California Labor Code § 2699, et seq. for violations of Labor Code §§
22 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197,
23 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
24 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the
25 applicable Wage Order(s).

26 9. As part of this Settlement, the Parties agreed to the filing of a First Amended
27 Complaint in the PAGA Action which added Plaintiff Asia Crawford as a named plaintiffs and
28

1 added the claims from the PAGA Action to the Class Action. The First Amended Complaint is the
2 operative complaint in the Action (the "Operative Complaint") and was filed on April 18, 2025.
3 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the
4 laws identified in the Operative Complaint and denies any and all liability for the causes of action
5 alleged.

6 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
7 including production of documents, class data, and other information, allowing for the full and
8 complete analysis of liabilities and defenses to the claims in the Action. Plaintiffs performed
9 extensive formal discovery and depositions, and also obtained informal discovery, which included
10 the production and analysis of hundreds of pages of documents. The information for mediation
11 obtained by Plaintiffs included: (1) data concerning the composition of the Class; (2) a sampling of
12 payroll data and time punch data for the Class which covered 128 employees and 48,472 shifts; (3)
13 Defendant's wage and hour policies and job descriptions; (4) the employment files for the Plaintiffs;
14 and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the
15 data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the
16 valuations of the claims for the Class.

17 11. Class Counsel has extensive experience in litigating wage and hour class actions in
18 California. The Parties have vigorously litigated the Action since inception. During the course of
19 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
20 Defendant have engaged in substantial research and investigation in connection with the Action.
21 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of the Action
22 and utilized an expert to perform an analysis of the data and valuation of the claims.

23 12. Plaintiffs and Defendant agreed to discuss resolution of the Actions through a
24 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
25 documents and information in connection with the Actions. On December 12, 2024, the Parties
26 participated in an all-day mediation presided over by Jonathan Andrews, a respected and
27 experienced mediator of wage and hour class actions. Following the mediation, each side,
28

1 represented by its respective counsel, were able to agree to settle the Actions based upon a
2 mediator's proposal which was memorialized in a memorandum of understanding. The Parties then
3 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
4 negotiations were arm's length and contentious.

5 13. Although a settlement has been reached, Defendant denies any liability or
6 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
7 any purpose other than settlement, the Action is appropriate for class and/or representative
8 treatment. Defendant contends, among other things, that it has properly compensated the Class
9 Members and complied at all times with the California Labor Code, applicable Wage Order, and all
10 other laws and regulations. Further, Defendant contends that class certification is inappropriate for
11 any reason other than for settlement. Plaintiffs contend that Defendant violated California wage and
12 hour laws. Plaintiffs further contend that the Actions are appropriate for class certification on the
13 basis that the claims meet the requisites for class certification. Without admitting that class
14 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
15 purposes only consistent with the Agreement. (Agreement at ¶ 21.) The Parties agree that
16 certification for settlement purposes is not an admission that class certification is proper. Further,
17 the Agreement is not admissible in this or any other proceeding as evidence that the Class could be
18 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and
19 agree that the requisites for establishing class certification with respect to the Class are satisfied.

20 14. Class Counsel has conducted a thorough investigation into the facts of the class
21 action. Over the course of three years, Class Counsel diligently evaluated the Class Members'
22 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided
23 Class Counsel with access to necessary documents and information for the Class. In addition, Class
24 Counsel has previously negotiated settlements with other employers in actions involving nearly
25 identical issues and analogous defenses. Based on the formal and informal discovery obtained and
26 their own independent investigation, evaluation and experience, Class Counsel believes that the
27 settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate
28

1 and is in the best interest of the Class in light of all known facts and circumstances, including the
2 risk of significant delay, the risk that the claims would not be allowed to proceed on a class or
3 representative basis, the defenses asserted by Defendant, and potential appellate issues.

4
5 Settlement Terms and Plan of Allocation

6 15. The Gross Settlement Amount is One Million Four Hundred Eighty Thousand
7 Dollars (\$1,480,000). (Agreement at ¶ 5.) Under the Settlement, the Gross Settlement Amount
8 consists of the following elements: (i) all Individual Class Payments and Individual PAGA
9 Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class
10 Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payments; and (v) the
11 Administration Expenses Payment. (Agreement at ¶ 5.) The Gross Settlement Amount does not
12 include Defendant's share of payroll taxes. (Agreement at ¶ 5.) The Gross Settlement Amount shall
13 be all-in with no reversion to Defendants. (Agreement at ¶ 5.)

14 16. Within sixty (60) days of the Effective Date, Defendant shall deposit the Gross
15 Settlement Amount with the Administrator. (Agreement at ¶ 17.) The distribution of Individual
16 Class Payments to Participating Class Members along with the other Court-approved distributions
17 shall be made by the Administrator within fourteen (14) days after Defendants fully fund the Gross
18 Settlement Amount. (Agreement at ¶ 17.)

19 17. The amount remaining in the Gross Settlement Amount after the deduction of
20 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
21 Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation
22 Expenses Payment, and the Administration Expenses Payment (the "Net Settlement Amount") shall
23 be allocated to Participating Class Members as their Individual Class Payments. (Agreement at ¶ 7.)
24 From the Net Settlement Amount, the Individual Class Payment for each Participating Class
25 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of
26 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying
27 the result by each Participating Class Member's Workweeks. (Agreement at ¶ 7.) Workweeks will
28

1 be calculated based on Defendant's records; however, Class Members will have the right to
2 challenge their number of Workweeks.

3 18. Class Members may choose to opt-out of the Settlement by following the directions
4 in the Class Notice. (Agreement at ¶ 6.) A copy of the proposed Class Notice is submitted
5 herewith and attached hereto as Exhibit #2. All Class Members who do not "opt out" will be
6 deemed Participating Class Members and will be bound by the Settlement and will be entitled to
7 receive an Individual Class Payment. All Aggrieved Employees, including any who submit an opt-
8 out request, still will receive an Individual PAGA Payment and will release the Released PAGA
9 Claims regardless of their request for exclusion. Finally, the Class Notice will advise the Class
10 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at
11 ¶ 6.)

12 19. A Participating Class Member must cash the check for his or her Individual Class
13 Payment (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed.
14 (Agreement at ¶ 18.) Any settlement checks not cashed within 180 days will be voided and any
15 funds represented by such checks will be sent to the California Controller's Unclaimed Property
16 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
17 requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 18.)

18 20. Subject to Court approval, Plaintiff proposes ILYM Group to administer the
19 settlement in this action (the "Administrator"). The Administrator will be paid for settlement
20 administration in an amount estimated to be \$12,450. A Declaration from ILYM Group with their
21 estimate is submitted herewith.

22 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
23 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.
24 (Agreement at ¶ 12.) Class Counsel will also be allowed to apply for an award of Class Counsel
25 Litigation Expenses Payment in an amount not to exceed \$100,000. (Agreement at ¶ 13.) Subject
26 to Court approval, the Agreement provides for a payment of no more than \$15,000 each to Plaintiffs
27 as the Class Representative Service Payments. (Agreement at ¶ 8.)
28

1 22. Subject to Court approval, Fifty Thousand Dollars (\$50,000) will be paid from the
2 Gross Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California
3 Labor Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.*
4 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties payment shall
5 be allocated as follows: 75% (\$37,500) shall be allocated to the LWDA as its share of the civil
6 penalties and 25% (\$12,500) allocated to the Aggrieved Employees and distributed as Individual
7 PAGA Payments based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 9.)
8 As set forth in the accompanying proof of service, the LWDA has been served with this motion and
9 the Agreement.

10
11 Risks of Continued Litigation and Standards for Approval

12 23. Plaintiffs and Class Counsel recognize the expense and length of continuing to
13 litigate and trying this Action against Defendant and then litigating a possible appeal that could take
14 several years. Class Counsel has also taken into account the uncertain outcome and risk of
15 litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
16 and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
17 the Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
18 Settlement set forth in the Agreement is in the best interest of the Class Members.

19 24. A number of defenses asserted by Defendant present serious threats to the claims of
20 the Plaintiffs and the other Class Members. Defendant maintains that its practices complied with all
21 applicable wage and hour laws. Defendant maintains that all Class Members' work time was
22 properly recorded and compensated. Defendant contend that their meal and rest period policies and
23 practices provide Class Members with meal and rest periods. Defendant could argue that its
24 payment of significant meal period premiums was evidence of their compliant practices. As to
25 expense reimbursement, Defendant maintains that they did not fail to provide reimbursement for
26 necessary business expenses because, among other things, the alleged expenses were convenient and
27 voluntary, and therefore not were required expenses giving rise to reimbursement. Defendant could
28

1 argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin*
2 *Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64
3 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value, and preclude
4 claims from proceeding on a class or representative basis. Defendant also maintains that a good
5 faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
6 failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs.,*
7 *Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was
8 providing a complete and accurate wage statement in compliance with the requirements of section
9 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") If
10 successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class.
11 While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses
12 have merit and therefore present a serious risk to recovery by the Class.

13 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
14 be unable to obtain class certification and thereby not recover on behalf of any employees other than
15 themselves Defendant argued that the individual experience of each putative class member varied
16 with respect to the claims, which would preclude the claims from proceeding on a class basis. For
17 instance, Plaintiffs' meal and rest period claims would require individualized inquiries into whether
18 each employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are
19 aware of other cases where class certification of similar claims was denied. See e.g. *Cacho v.*
20 *Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Defendant
21 also argued that the existence of arbitration agreements would bar and/or limit class certification.
22 Finally, even if class certification was successful, as demonstrated by the California Supreme Court
23 decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014), there are significant
24 hurdles to overcome for a class-wide recovery even where a class has been certified. While other
25 cases have approved class certification of wage and hour claims, class certification in this Action
26 would have been hotly disputed and was by no means a foregone conclusion.

27 26. This settlement is therefore certainly entitled to preliminary approval. Were this
28

1 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
2 things, that wages were owed on a class-wide basis. This was and is a substantial risk. This
3 Settlement provides a recovery to all non-exempt employees of the Defendant, which is a result that
4 would not be possible if liability was not imposed on a class-wide basis.

5 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
6 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
7 8.) Plaintiffs performed their duties admirably by working with Class Counsel. The concurrently
8 filed declarations of the Plaintiffs are presented herewith in support of the request. For purposes of
9 this preliminary approval stage, the not to exceed amount is well within the accepted range of
10 awards for purposes of preliminary approval, subject to the Court's final determination of the
11 amount at final approval. *See, e.g., Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
12 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
13 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
14 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.
15 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
16 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
17 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
18 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
19 overtime class action and a pool of \$100,000 in enhancements). Below, I provide a long list of
20 similar Court-approved service awards.

21 28. The stage of the proceedings at which the Settlement was reached also militates in
22 favor of preliminary approval and, ultimately, final approval of the Settlement. Class Counsel has
23 conducted a thorough investigation into the facts of the class action. Class Counsel began
24 investigating the Class Members' claims before the Actions were filed. Class Counsel engaged in
25 an investigation of the claims and conducted a review and analysis of the relevant documents and
26 data. Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
27 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
28

1 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
2 the likelihood of success on the merits and the results that could be obtained through further
3 litigation.

4 29. Based on both the formal and informal discovery of data and documents, along with
5 the depositions taken, and their own independent investigation and evaluation, Class Counsel is of
6 the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the
7 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
8 known facts and circumstances, including the risk of significant delay, defenses asserted by
9 Defendant, and numerous potential appellate issues. There can be no doubt that counsel for both
10 Parties possessed sufficient information to make an informed judgment regarding the likelihood of
11 success on the merits and the results that could be obtained through further litigation.

12
13 Class Certification Issues

14 30. Plaintiffs contend that the Settlement meets all of the requirements for certification
15 of a settlement class under California Code of Civil Procedure § 382 as demonstrated below, and
16 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
17 should conditionally certify the Class, for settlement purposes only, defined as follows:

18 All individuals who are or previously were employed by Defendant Hawthorne
19 Hydroponics, LLC who were classified as non-exempt in the State of California at
any time during the Class Period.

20 (Agreement at ¶ 1.)

21 The “Class Period” is from March 3, 2018 through December 12, 2024. (Agreement at ¶ 1.)

22 a. **Ascertainability And Numerosity** - Here, Plaintiffs assert that the 717
23 individuals who comprise the Class can be identified based on Defendant’s records and are
24 sufficiently numerous for class certification.

25 b. **Predominance of Common Issues Of Law and Fact** - Plaintiffs contend
26 that common questions of law and fact are present, and specifically the common questions of
27 whether Defendant’s practices were lawful, whether Class members were lawfully compensated for
28 all hours worked, whether the Defendant failed to provide all legally required meal and rest periods

1 to Class Members, whether Defendant failed to provide required expense reimbursement, and
2 whether Class Members are entitled to damages and penalties as a result of these alleged practices.
3 Plaintiffs contend that certification of this Class is appropriate because Defendant allegedly engaged
4 in uniform practices with respect to the Class Members. As a result, Plaintiffs maintain that these
5 common questions of liability could be answered on a class wide basis.

6 c. **Typicality** - In the Action, Plaintiffs contend that there can be little doubt
7 that the typicality requirement is satisfied. Plaintiffs each worked for Defendant as a non-exempt
8 employee during the Class Period. Plaintiffs contend that, like every other member of the Class,
9 they were subjected to the same practices and policies of Defendant and are subject to the same
10 defenses. Thus, Plaintiffs assert that the claims of Plaintiffs and the Class Members arise from the
11 same course of conduct by the Defendant, involve the same employment policies and practices of
12 Defendant, and are based on the same legal theories.

13 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
14 represented here because Plaintiffs and Class Counsel (a) do not have any conflicts of interest with
15 other Class members, and (b) will prosecute the case vigorously on behalf of the Class. First,
16 Plaintiffs are well aware of their duties as the representatives of the Class and have actively
17 participated in the prosecution of this case to date. Plaintiffs effectively communicated with
18 counsel, provided documents to counsel, and participated in the investigation and negotiations in the
19 Action. Second, Plaintiffs retained competent counsel who are experienced in employment class
20 actions and who have no conflicts Third, there is no antagonism between the interests of the
21 Plaintiffs and those of the Class. Both Plaintiffs and the Class Members seek monetary relief under
22 the same set of facts and legal theories.

23
24 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
26 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
27 experience. We have handled a number of class actions and complex cases and have acted both as
28 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully

1 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
2 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
3 employment law class actions, including claims for misclassification, overtime, expense
4 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
5 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
6 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
7 adequate counsel by the courts throughout California. We have been approved as experienced class
8 counsel by both state and federal courts in California in contested class certification proceedings. A
9 true and correct copy of the resume of my firm is attached hereto as Exhibit #3. The Class in this
10 settlement is defined as “all individuals who are or previously were employed by Defendant
11 Hawthorne Hydroponics, LLC who were classified as non-exempt in the State of California at any
12 time during the Class Period.” I have reviewed my firm’s cases and representation of other
13 plaintiffs and there is no conflict or representation which would prevent my firm from representing
14 the interests of the Class this case. My firm only represents employees, and not employers. My
15 firm has never represented Defendant nor any affiliate of the Defendant. My firm’s only interest in
16 the subject matter of this litigation is to ensure a recovery to the Class and to maximize that
17 recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our
18 allegiance to pursue the claims on behalf of other employees and classes as the claims are all against
19 different and distinct employers. I can think of no conflict that would arise in our representation of
20 the Class and our adequate representation of the Class is evidenced by the successful prosecution of
21 the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiffs nor
22 Class Counsel have any affiliation with the Administrator for this settlement. Thus, the adequacy
23 requirement for my firm is satisfied.

24
25 32. Class Notice. The Class Notice to be approved by the Court, is based upon the Los
26 Angeles County Superior Court’s model form and includes all relevant information. A copy of the
27 proposed Class Notice is attached hereto as Exhibit #2. The Class Notice will include a Spanish
28 translation. The Class Notice will include, among other information: (i) information regarding the

1 Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a
2 description of the applicable release; (iii) information to the Class Members regarding how to opt
3 out and how to object to the Settlement; (iv) the estimated Individual Class Payment (and, if
4 applicable, Individual PAGA Payment) for each of the Class Members and how to dispute the
5 information used to calculate the payment; (iii) the amount of attorneys' fees and expenses to be
6 sought; (v) the amount of the Plaintiffs' service award request; and (vi) the anticipated expenses of
7 the Administrator. (See Exhibit #2, hereto.) The Class Notice will state that the Class Members
8 shall have sixty (60) days from the date that the Notice is mailed to them (the "Response Deadline")
9 to request exclusion (opt-out), and that the Response Deadline shall be extended 14 days in the
10 event of a re-mailing. (Agreement at ¶ 16.) Class Members shall be given the opportunity to object
11 to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final
12 Approval Hearing. (Agreement at ¶ 16.) The Class Notice also provides contact information for
13 Class Counsel to answer questions about appearing at the Final Approval Hearing, and it provides
14 links to the Court's website with instructions for accessing the hearing. Class Members who do not
15 submit a timely and proper request to opt out will automatically receive a payment of their
16 Individual Class Payment (and, if applicable, their Individual PAGA Payment). This notice
17 program was designed to meaningfully reach the Class Members and it advises them of all pertinent
18 information concerning the Settlement.

19
20 33. The PAGA Claim -

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

1 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
2 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
3 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
4 class members." (LWDA Response at p.4).

5 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
6 value of the alleged PAGA claim as to the Aggrieved Employees for civil penalties to be between
7 \$1,349,750 and \$2,699,500 for a single violation in every one of the estimated 26,995 pay periods at
8 issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case
9 of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor
10 Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum
11 rate per pay period but without stacking.⁴ The PAGA allocation in the Settlement is \$50,000. This
12 allocation is justified by several important considerations. First, the PAGA claim was subject to the
13 same risks as the underlying class claims. Second, Defendant asserted additional defenses to the
14 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
15 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
16 one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the
17 potential that some or all of the PAGA penalties sought may not be awarded. Second, in *Carrington*
18 *v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court affirmed a judgment which only
19 provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties awarded
20 could be significantly less than Plaintiffs' calculation even where Plaintiff prevailed on the PAGA
21 claim. Even if we assume that violations for all 26,995 pay periods were established, using the
22 valuation from *Carrington* results in a potential recovery of only \$134,975 under PAGA. This
23 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$1,349,750 and \$2,699,500 is the civil penalty amount without stacking.
27 If stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Notably, the new amendments in
2024 to PAGA would seem to prohibit stacking in many circumstances.

1 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
2 reasoning of the LWDA in *O'Connor v. Uber*.

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

0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*, No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

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

1 *Cases* (San Mateo Superior Court, Case No. JCCP 4945), Judge Marie Weiner awarded Class
2 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
3 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307), Judge Edward Weil
4 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
5 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
6 BC672235), Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
7 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
8 County Superior Court Case No. JCCP 4957), Judge William Claster awarded Class Counsel a one-
9 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*
10 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679), Judge Brian Walsh awarded Class
11 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in
12 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-
13 00245842), Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour
14 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case
15 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and
16 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles
17 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee
18 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
19 *Cases* (Los Angeles Superior Court Case No. JCCP4837), Judge David Cunningham awarded a
20 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
21 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004), Judge Maren Nelson
22 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
23 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665), Judge Richard
24 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,
25 in *Etteadgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of
26 California Case No. 2:20-cv-08053-MCS-JDE), District Judge Mark C. Scarsi awarded a one-third
27 fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*
28 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson

1 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
2 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
4 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court
5 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee
6 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*
7 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.
8 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in
9 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri
10 Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1,
11 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.
12 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class
13 settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
14 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a
15 wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings
16 County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
17 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
18 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a
19 one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
20 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
21 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
22 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge
23 Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October
24 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
25 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
26 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
27 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
28 wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles

1 County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee
2 award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's*
3 *Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner
4 approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in
5 *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047),
6 Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On
7 October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
8 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
9 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior
10 Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage
11 and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County
12 Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award
13 in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara
14 County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee
15 award in a wage and hour class settlement. A fee award equal to one-third of the common fund is
16 therefore reasonable in light of the fees that have been awarded in other similar cases.

17
18 35. Class Representative Service Payment - The reasonableness of the requested service
19 award is also established by reference to the amounts that other California courts have found to be
20 reasonable in wage and hour class action settlements since 2010: *Zamora v. Balboa Life &*
21 *Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
22 \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
23 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American*
24 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
25 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
26 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000
27 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
28 (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*

1 *banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar.
2 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
3 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman*
4 *v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
5 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
6 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
7 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
8 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
9 Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service
10 award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
11 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional
12 compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
13 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose*
14 *Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
15 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
16 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award);
17 *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court
18 (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services,*
19 *Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000
20 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara
21 County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express,*
22 *LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
23 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
24 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply*
25 *LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding
26 \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep.
27 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
28 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);

1 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
2 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
3 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award);
4 *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County
5 Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*,
6 Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service
7 award); *Taylor v. TIC - The Industrial Company*, U.S.D.C. Central District of California Case No.
8 EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

9
10 36. Potentially Related Other Actions - I am unaware of any other related cases pending
11 against Defendant which would be impacted by this settlement. I have searched the LWDA
12 database, which does not show any other pending PAGA actions with respect to Defendant other
13 than the Plaintiffs' PAGA Notice.

14
15 37. Administration - The estimate from ILYM Group is was selected, as it provided
16 for an estimate of \$12,450 to perform settlement administration for a class of up to 800. Submitted
17 herewith is a true and correct copy of the Declaration of Anthony Rogers from ILYM Group, which
18 includes their estimate for administration along with the other issues required by paragraph 7.2 of
19 the Agreement. I have used ILYM Group successfully as the administrator in more than ten class
20 settlements in the last couple years and know them to be competent and experienced. My firm has
21 no relationship or connection with ILYM Group, and thus no conflict of interest exists.

22
23 Service on the LWDA:

24 38. At the same time as the filing and service of this declaration, I am also serving the
25 LWDA with the entire motion for preliminary approval which includes the Agreement. This service
26 is verified by the accompanying proof of service.

27
28 I declare under penalty of perjury under the laws of the State of California that the foregoing

1 is true and correct. Executed this 22nd day of April, 2025, at South Lake Tahoe, California.

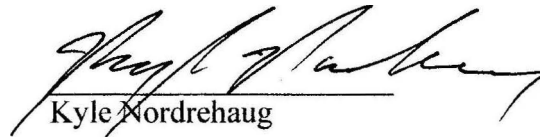
2
3 
4 Kyle Nordrehaug
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT #1

Class Case: *Hamza Kissam v. Hawthorne Hydroponics LLC*, San Bernardino Superior Court Case No. CIV SB 2203720, filed on March 3, 2022.

PAGA Case: *Hamza Kissam v. Hawthorne Hydroponics LLC*, PAGA Letter Service Date: November 19, 2021, San Bernardino Superior Court Case No. CIV SB 2204338, filed on March 3, 2022

MEMORANDUM OF UNDERSTANDING

1. California Class Definition – All individuals who are or previously were employed by Defendant Hawthorne Hydroponics LLC (“Defendant”) who were classified as non-exempt in the State of California from March 3, 2018, to December 12, 2024 (the “Class Period”).
2. Class Counsel – Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
3. Plaintiffs – The Plaintiffs are Hamza Kissam and Asia Crawford.
4. Enforceability – The Parties intend this MOU to be admissible and binding under California Code of Civil Procedure Section 664.6. The parties will stipulate to the filing of a consolidated complaint that includes the PAGA Action and Asia Crawford as an additional class representative (the “Operative Complaint”).
5. Gross Settlement Amount – Defendant shall pay the total sum of \$1,480,000 for payment to the Class, and the payments of Administration Expenses; Attorneys’ Fees; Attorneys’ Expenses; Service Awards, and the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required. The employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.
6. Class Notice – The class notice will contain an estimated individual settlement payment, number of weeks worked, dates of employment, and instructions on how to opt out of the settlement, how to object to the settlement, and how to dispute the number of estimated

weeks worked.

7. Settlement Allocation – The allocation of payment of claims shall be paid based on the number of workweeks worked during the Class Period. Payments to Class Members (with the exception of their share of any PAGA payment) will be apportioned 40% for W-2 wages and the balance for penalties, interest, and reimbursement under section 2802.
8. Service Award – Defendant agrees not to oppose a service award to Plaintiffs in the amount of \$15,000 for Plaintiffs' participation in the Actions and execution of a general release of all known and unknown claims by Plaintiffs against Defendant, including a Civil Code section 1542 waiver ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period.
9. PAGA Payment – The PAGA payment of \$50,000 shall be made from the Gross Settlement Amount, with 25% of the payment going to the non-exempt employees who worked for Defendant in the State of California during the period November 19, 2020, to December 12, 2024 (the "PAGA Period") and 75% of the payment going to the LWDA. These payments will be made whether or not the Aggrieved Employees opt out of the Settlement.
10. Administration – The Settlement Administrator shall be mutually agreed to by the Parties. Administration expenses shall not exceed the estimate of the Administrator to administrate the settlement of the class.
11. Escalator Provision – Defendant has represented that, as of October 26, 2024, there are approximately 717 Class Members who worked approximately 35,236 pay periods/65,252

workweeks during the Class Period. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of workweeks during the Class Period increase beyond 10%, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of workweeks worked by the Class Members or (b) rolling back the end date of the Class Period such that there are no more than 10% more workweeks than 65,252 in the Class Period or 71,777 workweeks.

12. Attorneys' Fees – Defendant agrees not to oppose an Attorneys' Fees request from Class Counsel up to 1/3 of the Gross Settlement Amount.
13. Attorneys' Expenses – Defendant agrees not to oppose Attorneys' Expenses in an amount up to \$100,000.
14. Released Class and PAGA Claims – Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the participating Class Members of all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, and a release from the State of California and Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiff's LWDA PAGA Notice which occurred during the PAGA Period during employment in a non-exempt position in California, 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 outside of the Class Period, and PAGA claims outside of the PAGA Period.

15. Drafting Settlement Documents – Class Counsel shall draft settlement documents for distribution within thirty (30) days of the execution of this Memorandum. Class Counsel shall draft, and Class Counsel shall file, a motion for preliminary approval within sixty (60) days of the execution of this Memorandum.
16. Opt Out / Objection Period – The Class Members shall have 60 days from the date the notice is first mailed in which to object to or exclude themselves from the settlement. Neither side shall encourage any Class Member to opt out. If more than 5% of the Settlement Class opts out, Defendant can terminate the settlement agreement.
17. Funding and Payments – If no objection to the settlement is made, Defendant will pay to the Administrator the Gross Settlement Amount and all employer-side payroll taxes due within sixty (60) days of the Effective Date. The “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment, or if a timely appeal from the Judgment is filed, the day after the Judgment is affirmed and final and the deadline for filing a request for further review has passed. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will make all payments to the Class and all other beneficiaries under the Settlement.
18. Uncashed Checks – All checks not cashed within 180 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

19. Disputes – Any dispute between the parties as to the remaining terms of the settlement agreement shall be presented to the Court for resolution only after first attempting to resolve the matter with the mediator.
20. Execution in Counterparts – This Memorandum may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Memorandum 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 Memorandum.
21. Court Filings – The parties agree not to object to any Court filings consistent with this Memorandum.
22. Continuing Jurisdiction – The parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment, or, if not entered, the date this agreement shall no longer be of any force or effect.
23. Termination Provision – Defendant shall have the option of terminating the settlement if more than 5% of class members opt out of the settlement.
24. No Opt-Out or Objection by Plaintiff – Plaintiff shall not opt-out of or object to the settlement.
25. No Admission of Liability – Defendant denies each and every one of Plaintiffs' allegations in their entirety and denies that it has violated any law or legal or equitable obligation to

Plaintiffs or any Class Member, and nothing in this settlement or the fact of the settlement, including any judgment on the settlement, is or can be construed as a finding of any violation of law or an admission of liability. The Final Judgment shall include language that there is a judgement approving the settlement with no admission of liability by the Defendant.

26. Representation – Class Counsel represent that other than Plaintiffs they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints, or other matters against Defendant.

Accepted and agreed to this _____ day of January, 2025,


Hamza K. Khan (Feb 4, 2025 15:36 PST)

Plaintiff

Defendant



Class Counsel

Counsel for Defendant

Plaintiffs or any Class Member, and nothing in this settlement or the fact of the settlement, including any judgment on the settlement, is or can be construed as a finding of any violation of law or an admission of liability. The Final Judgment shall include language that there is a judgement approving the settlement with no admission of liability by the Defendant.

26. Representation – Class Counsel represent that other than Plaintiffs they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints, or other matters against Defendant.

Accepted and agreed to this _____ day of January, 2025,


Asia Crawford (Jan 29, 2025 13:36 CST)

Plaintiff

Defendant

Class Counsel

Counsel for Defendant

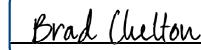
Plaintiffs or any Class Member, and nothing in this settlement or the fact of the settlement, including any judgment on the settlement, is or can be construed as a finding of any violation of law or an admission of liability. The Final Judgment shall include language that there is a judgement approving the settlement with no admission of liability by the Defendant.

26. Representation – Class Counsel represent that other than Plaintiffs they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges, complaints, or other matters against Defendant.

Accepted and agreed to this 12 day of February 2025,

Plaintiff

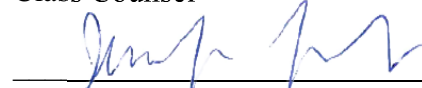
Signed by:



BY 15 FEB 25 10:15 AM EST

The Scotts Company
Defendant

Class Counsel



Counsel for Defendant

EXHIBIT #2

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

***Kissam v. Hawthorne Hydroponics, LLC, Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2203720***

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

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

You may be eligible to receive money from a employee class action lawsuit (“Action”) against Defendant Hawthorne Hydroponics, LLC (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiffs Hamza Kissam and Asia Crawford (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant Hawthorne Hydroponics, LLC who were classified as non-exempt in the State of California at any time during the Class Period (March 3, 2018 through December 12, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Hawthorne Hydroponics, LLC in the State of California at any time during the PAGA Period (November 19, 2020 through December 12, 2024) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED], 2025.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims

	regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED], 2025	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, at 1:30 p.m., at the San Bernardino County Superior Court, located at 3247 W. 3rd St. San Bernardino, CA 92415, in Department 17 before Judge Joseph T. Ortiz. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone through CourtCall or through the Court’s Zoom platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED], 2025	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Workweeks during the Class Period and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED], 2025. See Section 5 of this Notice

1. Why did I get this Notice?

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

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

All individuals who are or previously were employed by Defendant Hawthorne Hydroponics, LLC who were classified as non-exempt in the State of California at

any time during the Class Period (March 3, 2018 through December 12, 2024).

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

2. What is this class action lawsuit about?

On March 3, 2022, Plaintiff Kissam filed a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2203720 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due. On March 3, 2022, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CVSB2204338 (the “PAGA Action”), asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”)

On _____, 2025, Plaintiffs filed a First Amended Complaint in the Action, which added Plaintiff Asia Crawford and added the representative claim from the PAGA Action to recover civil penalties for violation of the PAGA. The First Amended Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on [REDACTED], 2025. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Four Hundred Eighty Thousand Dollars (\$1,480,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within sixty (60) days of the Effective Date. The Effective Date is the date of the Judgment, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$11,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$493,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$100,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid

any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the named Plaintiffs service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, 75% (\$37,500) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$12,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is November 19, 2020 through December 12, 2024.

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

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

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

Tax Matters. Forty Percent (40%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Sixty Percent (60%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California, 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, and California class claims outside of the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiff Kissam’s LWDA PAGA Notice which occurred during the PAGA Period during employment in a non-exempt position in California, 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, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant’s records reflect that you worked << [REDACTED] >> Workweeks during the Class Period (March 3, 2018 through December 12, 2024).

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

[Defendant’s records reflect that you worked << [REDACTED] >> PAGA Pay Periods during the during the PAGA Period (November 19, 2020 through December 12, 2024). Based on this information your estimated Individual PAGA Payment is << [REDACTED] >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is [REDACTED], 2025 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to [REDACTED] or email the dispute to [REDACTED] by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, at 1:30 p.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys’ fees and costs to

Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is [REDACTED], 2025 [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to [REDACTED] or email to [REDACTED] by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Kissam v. Hawthorne Hydroponics, LLC* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Kissam v. Hawthorne Hydroponics, LLC*, Case No. CIVSB2203720. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is ILYM Group, [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], 2025, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for [REDACTED], Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC* or on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2203720.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel

or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is [REDACTED], 2025** [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to [REDACTED] or email to [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Kissam v. Hawthorne Hydroponics, LLC*, Case No. CIVSB2203720, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by Zoom through the Court's website or by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Jennifer B. Zargarof

Samson C. Huang

Morgan, Lewis & Bockius LLP

300 South Grand Avenue, 22nd Floor

Los Angeles, CA 90071

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on

_____, in Department 17 of the Superior Court of California, County of San Bernardino, located at 247 W. 3rd St. San Bernardino, CA 92415, before Judge Joseph T. Ortiz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, either in person or remotely using Zoom through the Court's website or CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC*. It's possible the Court will reschedule the Final Approval Hearing. Hearing dates are posted on the Internet via the Case Access page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2203720.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Kissam v. Hawthorne Hydroponics, LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC*, where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2203720. If you wish to view the Court files in person, you must go to the Clerk's Office located at 247 W. 3rd St. San Bernardino, CA 92415.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

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

EXHIBIT #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. Ameriquest, 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. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

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

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

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

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

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

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

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

November 19, 2021

CA2551

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Hawthorne Hydroponics LLC
Certified Mail #70200640000074882743
C T Corporation System
330 N. Brand Blvd. Suite 700
Glendale , CA 91203

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 Hawthorne Hydroponics LLC and classified as non-exempt employees during the time period of November 19, 2020 until a date as determined by the Court. Our offices represent Plaintiff Hamza Kissam (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Hawthorne Hydroponics LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of Warehouse Associate from February of 2021 to May 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 Plaintiff, 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. 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 Statute 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.