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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

Coordination Proceeding
Special Title (Rule 3.550)

HUMANO WAGE AND HOUR CASES

Included actions:

Hines v. Humano LLC

Emmens v. Humano LLC

Thurman v. Humano LLC

JUDICIAL COUNCIL COORDINATION
PROCEEDING
No. 5240

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
No. 34-2022-00313411

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO
No. CV2021-2225

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
No. CIVSB2227784

*[Assigned for all purposes to Hon. Daniel M.
Wolk, Dept. 8]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 19, 2024
Time: 10:30 a.m.
Dept.: 8

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Attorneys for Plaintiff Doris J Thurman

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and co-counsel for the named Plaintiffs
3 Michael Emmens, Jermaine Hines, and Doris J. Thurman (“Plaintiffs”) and the proposed
4 Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the
5 State of California and am admitted to practice in this Court. I have personal knowledge of the
6 facts stated in this declaration and could testify competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-
17 filing research and analysis; drafting complaints; attending court hearings; corresponding with
18 opposing counsel; drafting and responding to written discovery; preparing for and taking and
19 defending depositions; analyzing payroll and timekeeping records and employee handbooks;
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification; drafting mediation briefs; attending mediations;
23 drafting long-form settlement agreements; drafting motions for preliminary and final settlement
24 approval; and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50)
27 active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young
2 Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an
3 honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty
4 in Southern California each year.

5 7. As counsel for Plaintiffs and the proposed Settlement Class, I have been intimately
6 involved in this case and I believe that the proposed Settlement is an excellent result for the
7 Settlement Class.

8 8. Founded in 2017, Defendant Humano LLC (“Humano”) is a temporary services
9 provider within the logistics industry and supplies workers to warehouses and distribution
10 facilities.

11 9. On December 21, 2021, Plaintiff Emmens filed his Class Action Complaint in
12 Yolo County Superior Court, in the matter titled *Michael Emmens v. Humano LLC*, Case No.
13 CV2021-2225 (the “*Emmens* Action”), alleging that Humano: (i) failed to pay all overtime wages;
14 (ii) failed to provide all lawful meal periods; (iii) fail to provide all lawful rest periods; (iv) wage
15 statement violations; (v) waiting time penalties; and (vi) engaged in unfair competition in
16 violation of California Business & Professions Code § 17200 *et seq.* That same day, Plaintiff
17 Emmens sent his PAGA notice letter to the LWDA. Attached hereto as **Exhibit 2** is a true and
18 correct copy of Plaintiff Emmens’ PAGA letter. Subsequently, on February 25, 2022, Plaintiff
19 Emmens filed a First Amended Class and Representative Action Complaint (“FAC”) adding a
20 cause of action for civil penalties under the Private Attorneys’ General Act of 2004, Labor Code
21 Section 2698, *et seq.*

22 10. On January 3, 2022, Plaintiff Hines filed a Class Action Complaint against
23 Humano in Sacramento County Superior Court, in the matter entitled *Jermaine Hines v. Humano*
24 *LLC*, Case No. 34-2022-313411 (the “*Hines* Action”). The *Hines* Action alleged the following
25 causes of action: (i) failure to pay all overtime wages; (ii) wage statement violations; and (iii)
26 unfair competition. Plaintiff Hines subsequently filed a First Amended Class and Representative
27 Action Complaint (“FAC”) adding a cause of action for civil penalties under the Private
28 Attorneys’ General Act of 2004, Labor Code Section 2698, *et seq.*

1 11. On or about May 12, 2022, Humano filed a Petition for coordination of the
2 *Emmens* Action and *Hines* Action (the “Petition”). On August 9, 2022, an order was entered
3 coordinating those actions in Yolo County Superior Court, designated as the “Humano Wage and
4 Hour Cases,” under Judicial Council Coordination Proceeding No. 5240.

5 12. On December 13, 2022, Doris J Thurman filed a Class Action complaint against
6 Humano in San Bernardino County Superior Court, in the matter entitled *Doris J. Thurman v.*
7 *Humano LLC*, Case No. CIVSB2227784 (the “*Thurman* Action”), alleging that Humano: (i)
8 failed to pay overtime wages; (ii) failed to provide all lawful meal periods; (iii) failed to provide
9 all lawful rest periods; (iv) failed to timely pay wages during employment; (v) failed to timely
10 pay earned wages at the time of separation of employment; (vi) failed to reimburse fees on use of
11 pay cards; (vii) failed to reimburse necessary business expenses; (viii) failed to accurately record
12 and pay sick leave; and (ix) engaged in unfair competition in violation of California Business &
13 Professions Code § 17200 *et seq.* Given the overlap of claims between the *Thurman* action and
14 the Humano Wage and Hour Cases, on or about July 3, 2023, Humano filed a petition to include
15 the *Thurman* action as an add-on case to the Humano Wage and Hour Cases. On October 13,
16 2023, the Court entered an order granting the petition. Accordingly, the Humano Wage and Hour
17 Cases (or Coordinated Action) consists of the *Emmens* Action, *Hines* Action, and *Thurman*
18 Action.

19 13. Prior to mediation, the Parties engaged in significant class certification discovery.
20 Plaintiffs served formal written discovery seeking among other things, class contact information
21 for the putative class, timekeeping and payroll records for Class Members, and Humano’s written
22 wage and hour policies and procedures. The Parties completed a *Belaire-West* opt-out notice
23 process, and Plaintiffs’ counsel was provided with the contact information for those Class
24 Members that did not opt-out. Thereafter, Plaintiffs’ counsel interviewed Class Members
25 regarding their work experiences at Humano.

26 14. Prior to mediation, Humano produced timekeeping and payroll records for all
27 Class Members as well as a detailed Class List, which included Class Members’ hire date and
28 termination dates (if applicable). Humano also provided its employee handbook(s) and written

1 wage and hour policies, as well as other information. Plaintiffs hired an expert to assist Plaintiffs
2 in conducting a comprehensive analysis of the payroll and timekeeping data produced by Humano
3 to create a detailed exposure analysis for all claims at issue. This discovery allowed the Parties to
4 assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims,
5 and Humano's potential defenses.

6 15. On April 18, 2023, the Parties participated in a full-day mediation with Jeffrey
7 Ross, Esq., a preeminent wage and hour class action mediator. During mediation, the Parties
8 vigorously debated their opposing legal positions, the likelihood of certification of Plaintiffs'
9 claims, the legal basis for the claims and defenses, as well as Humano's financial condition. The
10 Parties did not reach a settlement at mediation. In the months following mediation, Humano
11 provided Plaintiffs' counsel with its financial records and Plaintiffs, with the help of their retained
12 forensic accountant, reviewed the documents provided by Humano to determine Humano's ability
13 to pay. Following Humano's representation of its financial position, Humano turned over its
14 financial records to Plaintiffs' retained expert, Keith D. Messerschmidt, who is a forensic
15 accountant and has consulted or provided expert testimony in dozens of litigation and insurance
16 matters. Mr. Messerschmidt opined that Humano could not reasonably afford to pay more than
17 the Gross Settlement Amount, and that the requested payment schedule was necessary to avoid
18 serious disruption to Humano's operations. Should the Court wish to review a declaration from
19 Mr. Messerschmidt attesting to these facts and Humano's financial condition, this declaration
20 could either be filed *in camera* or filed under seal, at the Court's request. Following the review
21 of Humano's financials, the Parties continued their settlement discussions with Mr. Ross. Mr.
22 Ross issued a mediator's proposal for a class-wide settlement, which was ultimately accepted by
23 the Parties. During the months that followed, the Parties finalized the terms of the Settlement and
24 executed the long-form settlement agreement now before the Court.

25 16. A true and correct copy of the Joint Stipulation of Class Action Settlement and
26 Release is attached hereto as **Exhibit 1**. The proposed Class Notice is attached as **Exhibit A** to
27 the Settlement Agreement.
28

17. According to Humano, there are approximately 7,227 Class Members. Therefore, the average Settlement Award from the Net Settlement Amount is projected to be approximately \$107.24. The monetary terms of the Settlement are summarized below:

• Gross Settlement Amount (“GSA”):	\$1,500,000.00
• Minus Court-approved attorneys’ fees:	\$500,000.00
• Minus Court-approved verified costs (up to):	\$50,000.00
• Minus Court-approved Enhancement Payments:	\$30,000.00
• Minus amount set aside as PAGA penalties:	\$100,000.00
• <u>Minus estimated settlement administration costs:</u>	<u>\$45,000.00</u>
Net Settlement Amount (“NSA”):	\$775,000.00
• Plus 25% “PAGA Amount” to Settlement Class:	\$25,000.00
Total Amount Paid to Class Members:	\$800,000.00

18. Plaintiffs allege that Humano failed to provide legally compliant first meal periods due to their meal period policies/practices, which frequently resulted in late (commencing after the fifth hour of work) and/or short (i.e., less than a full 30 minutes) first meal periods. Based on Plaintiffs’ expert’s review of the timekeeping records Humano produced, there were approximately 46,323 non-compliant first meal periods during the Class Period. Plaintiffs’ expert also determined that the average hourly rate of pay was approximately \$17.52. Therefore, Plaintiffs calculated Humano’s maximum exposure for first meal period violations at approximately \$811,579 (46,323 non-complaint first meal periods * \$17.52 average meal period premium). Humano counters that it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Humano further contends that it always provides employees the opportunity to take meal periods and is not required to *ensure* they are taken. Thus, Humano argues that any non-compliant meal periods resulted from lawful employee waiver or choice, rather than any policy and/or practice of Humano. Finally, Humano maintains Plaintiffs’ meal period claim is not suited for class certification since individual inquiries would be needed to assess which employees, if any, took non-compliant or missed meal periods, how many meal periods were non-compliant or missed, the reasons why a particular employee did not take a meal period on a particular shift, and for second meal periods, whether they waived the meal period. In light of these defenses,

1 Plaintiffs discounted Humano's maximum exposure by 65% for the risk of non-certification, and
2 an additional 70% to account for Humano's defenses on the merits and/or failure to recover the
3 maximum amount sought, to arrive at an estimated total of approximately \$85,216.

4 19. Plaintiffs further allege that Class Members were not provided with second meal
5 periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiffs' analysis of the
6 timekeeping data showed that during the Class Period there were approximately 16,063 total shifts
7 of over 10.0 hours that did not reflect a legally compliant second meal period. Therefore, Plaintiffs
8 estimated total maximum damages for second meal period violations at approximately \$281,424
9 (16,063 non-compliant second meal periods * \$17.52 average meal period premium). Humano
10 counters that it has maintained compliant written meal period policies throughout the Class Period
11 and has always provided compliant meal periods in line with those policies, including second
12 meal periods. With respect to second meal periods, Humano asserts that many employees choose
13 to waive their second meal periods on shifts over 10.0 hours and under 12.0 hours, as they may
14 do under Labor Code § 512(a), so that they do not need to stay at work for an extra unpaid 30
15 minutes. Humano further argues that Plaintiffs' second meal period exposure is grossly inflated
16 as Plaintiffs already seek a meal period premium for first meal period violations on many shifts,
17 and Plaintiffs cannot recover more than one meal period premium for each workday. Finally,
18 Humano maintains Plaintiffs' meal period claim is not suited for class certification since
19 individual inquiries would be needed to assess which employees, if any, took non-compliant or
20 missed meal periods, how many meal periods were non-compliant or missed, the reasons why a
21 particular employee did not take a meal period on a particular shift, and whether they waived the
22 meal period. In light of these risks, Plaintiffs discounted the maximum exposure by 65% for risk
23 of non-certification and an additional 75% for risk of losing on the merits or having exposure
24 reduced to account for Humano's waiver arguments, to arrive at an estimated exposure of
25 approximately \$24,624.

26 20. Plaintiffs allege that Humano failed to authorize and permit all required off-duty
27 rest periods. Specifically, Plaintiffs allege they were not authorized or permitted to take any off-
28 duty rest periods as they were restricted to the warehouses or distribution facilities to which they

1 were assigned, and were not permitted to leave the warehouses or distribution facilities during
2 off-duty rest periods. Based on Plaintiffs' expert's analysis of employee timekeeping records,
3 there were approximately 214,293 shifts in excess of 3.5 hours worked by Class Members during
4 the Class Period. Therefore, Plaintiffs estimated Humano's maximum exposure for this claim at
5 approximately \$3,754,413 (214,293 rest period eligible shifts * \$17.52 average premium).
6 Humano counters that it has maintained compliant written rest period policies throughout the
7 Class Period and has always authorized and permitted employees a 10-minute rest period for each
8 four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any
9 failure to take rest periods was a result of employee choice, rather than any Humano policy and/or
10 practice. Humano further contends that it never restricted employees to the warehouses or
11 distribution facilities, and that employees were free to leave the premises during their rest periods.
12 Humano further contends that even if it or individual managers required employees to remain on
13 premises during off-duty rest periods, *Augustus* rejected Plaintiffs' "on-premises" theory when it
14 observed that "one would expect that employees will ordinarily have to remain onsite or nearby.
15 This constraint, which is of course common to all rest periods, is not sufficient to establish
16 employer control." Humano also argues that Plaintiffs' rest period claim is not amenable to class
17 treatment, since individual inquiries would be required to determine which employees failed to
18 take rest periods, how many rest periods they failed to take, and the reasons why each employee
19 failed to take rest period(s) on a particular shift. These manageability concerns are especially
20 present with respect to rest period claims, Humano argues, given that rest periods are not recorded.
21 In light of these defenses, Plaintiffs discounted the maximum amount that the class could
22 potentially recover by 75% for risk of non-certification and an additional 75% for risk of being
23 unsuccessful on the merits or failure to recover the full amount sought to arrive at a projected
24 exposure of \$234,651.

25 21. Plaintiffs allege they and other non-exempt employees were required to attend pre-
26 shift meetings prior to traveling to their assigned warehouse/facility and clocking in for their shift.
27 Plaintiffs allege that Humano conducted these pre-shift meetings to discuss their work
28 assignments and tasks for the day, go over their work schedule, and do stretching exercises,

1 however, were not compensated for this time as it was completed prior to employees clocking in
2 for the workday. Plaintiffs estimate that Humano failed to compensate each employee by 10
3 minutes per shift, and because employees generally worked shifts of at least eight (8) hours,
4 Plaintiffs argue these underpaid wages should have been paid at an overtime rate of pay.
5 Accordingly, Plaintiffs calculate Humano's maximum exposure on this claim at approximately
6 \$938,603 (10 minutes per shift * \$26.28 average overtime rate * 214,293 shifts). Humano argues
7 that its timekeeping policies/practices complied with California law and that it has always
8 properly compensated Class Members for all hours worked throughout the Class Period. Humano
9 maintains that Class Members did not work off-the-clock and that its policies specifically disavow
10 such off-the-clock work. Humano further argues that Plaintiffs' off-the-clock claim is not
11 appropriate for class treatment. Given these defenses, Plaintiff discounted this maximum amount
12 by 65% for risk of non-certification and an additional 70% for a risk of being unsuccessful on the
13 merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure
14 of approximately \$98,553.

15 22. Plaintiffs allege that Humano paid Plaintiffs and Class Members non-discretionary
16 incentive pay, including but not limited to, attendance bonuses, performance incentive payments,
17 per diem payments, and other forms of pay that are not legally excludable from an employee's
18 "regular rate" of pay. However, Plaintiffs assert that Humano failed to include the value of these
19 bonuses when calculating employees' respective regular rates of pay, resulting in underpaying
20 employees their overtime wages. Based on Plaintiffs' review of the payroll records, Plaintiffs
21 estimate the total underpayment of overtime wages due to the alleged regular rate miscalculations
22 to be approximately \$166,628. Humano argues that it properly included all forms of remuneration
23 into the regular rate of pay and properly paid all overtime wages to Class Members. Humano also
24 contends that at all relevant times the bonuses it paid to its non-exempt employees were
25 discretionary. Humano further argues that Class Members received different types of bonuses and
26 other remuneration throughout the Class Period, creating substantive differences among Class
27 Members with respect to the incentives received, making class certification unlikely. In light of
28 these defenses, Plaintiffs discounted the maximum exposure by 30% for the risk of non-

1 certification, and an additional 50% for risk of losing on the merits, and/or not receiving the
2 maximum penalties sought, to arrive at an estimated exposure of approximately \$58,320.

3 23. Plaintiffs contend that Humano required Class Members to use their personal
4 cellphones for a variety of work activities, including but not limited to, communicating with
5 supervisors, but were not reimbursed for these business expenses. Based on the analysis of
6 Humano's records, Plaintiffs estimate that Class Members have worked a total of approximately
7 14,538 aggregate months during the Class Period. Using a conservative estimate of \$10 per month
8 reimbursement for personal cellular phone use, Plaintiffs calculate Humano's maximum exposure
9 for this claim at approximately \$145,380 ($\$10 \text{ per month} * 14,538 \text{ months}$). Humano maintains
10 that Class Members were not required to use their personal cellular phones as part of their job.
11 Humano further argues that any expenses incurred by Class Members were minimal, given the
12 wide availability of low-cost cellular phone plans. Lastly, Humano argues this claim is not
13 suitable for class treatment, as it would require individualized determinations as to whether each
14 Class Member used a personal cellular phone for work-related purposes, and if so, how much of
15 that use was a reasonable percentage of their individual monthly phone bill. Based on these
16 defenses, Plaintiffs discounted the estimated maximum amount by 60% for risk of non-
17 certification, and by an additional 70% to account for risk of losing on the merits or failure to
18 recover the maximal amount sought, to arrive at an estimated exposure of approximately \$17,446.

19 24. As a result of the unpaid wages and unpaid meal and rest period premium wages
20 described above, Plaintiffs allege that Humano failed to comply with their final pay obligations
21 set forth in Labor Code §§ 201-203. Humano's records show approximately 6,034 Settlement
22 Class members who separated their employment with Humano since December 21, 2017, and are
23 therefore eligible for waiting time penalties. Based on an hourly rate of \$17.52, Plaintiffs
24 estimated the average waiting time penalty per former employee to be approximately \$4,205
25 ($\$17.52 * 8 \text{ hours per day} * 30 \text{ days}$). Therefore, Plaintiffs calculated Humano's maximum
26 exposure for potential waiting time penalties to be approximately \$25,372,970 (6,034 former
27 employees * \$4,205 average penalty). Humano argues that it possesses strong, good faith defenses
28 to Plaintiffs' underlying claims, thus precluding recovery of waiting time penalties, which are

1 only available for the “willful” failure to pay wages. Humano further asserts that Plaintiffs’
2 waiting time penalty exposure was grossly inflated as not every former employee experienced the
3 alleged Labor Code violations. Moreover, because the waiting time claim is derivative of
4 Plaintiffs’ underlying wage claims, Humano argues that Plaintiffs would need to overcome
5 Humano’s defenses, both as to class certification and on the merits, as to their underlying claims.
6 To account for Humano’s defenses, Plaintiffs discounted the maximum exposure by 75% for the
7 risk of non-certification and an additional 85% for the risk of losing on the merits and/or not
8 receiving the maximum penalties sought, to arrive at an estimated exposure of approximately
9 \$951,486.

10 25. As a further result of the unpaid wages and unpaid meal and rest period premium
11 wages described above, Plaintiffs allege that Humano is liable for wage statement penalties.
12 Based on Plaintiffs’ expert’s review of Humano’s records, Humano’s potential wage statement
13 liability was approximately \$2,225,900. Humano argues any alleged wage statement violations
14 were not “knowing and intentional,” and Plaintiffs cannot show they or other employees
15 “suffer[ed] injury” due to the alleged wage statement violations, as required by Labor Code §
16 226(e) for the imposition of penalties. Further, Humano contends its wage statements always
17 accurately reflected hours worked and amounts paid as well as all other required information,
18 precluding liability for wage statement penalties. In light of these risks, and the risks associated
19 with Plaintiffs’ underlying claims discussed above, Plaintiffs discounted the maximum exposure
20 by 75% for risk of non-certification, and by an additional 80% for risk of being unsuccessful on
21 the merits, for an estimated realistic exposure of approximately \$111,295.

22 26. As a result of the foregoing Labor Code violations, Plaintiffs allege that Humano
23 is liable for civil penalties under the PAGA. Plaintiffs estimated a maximum total PAGA exposure
24 of approximately \$1,879,700 (18,797 pay periods * \$100 “initial” penalty). Since Plaintiffs’
25 PAGA claim is derivative of Plaintiffs’ underlying wage claims, Humano asserts the PAGA claim
26 would fail with those claims. Humano further maintains that, given its good faith defenses, this
27 Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find
28 Humano liable for any of Plaintiffs’ claims. Therefore, Plaintiffs discounted the maximum figure

1 by 70% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and
2 every pay period, and an additional 75% to account for the possibility of this Court reducing
3 penalties, to arrive at an estimated exposure of approximately \$140,977.

4 27. Using these estimated figures for each of the claims described above, Plaintiffs
5 predicted that the potential realistic recovery for the Settlement Class would be approximately
6 \$1,722,568. The proposed Settlement of \$1,500,000.00 represents approximately 87% of the
7 reasonably forecasted recovery for the Settlement Class.

8 28. Although the Parties engaged in significant discovery prior to mediation, the
9 Parties still had significant formal discovery to complete had the matter not been settled. This
10 would have required the expenditure of substantial time and resources by both Parties that would
11 have very likely spanned several years. Even if Plaintiffs were to certify the classes, the Parties
12 would incur considerably more attorneys' fees and costs through a possible decertification
13 motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying
14 expense.

15 29. Plaintiffs' counsel will also apply for an attorneys' fees award of one-third of the
16 Gross Settlement Amount, which is currently estimated to be \$500,000.00, and up to \$50,000.00
17 in verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for
18 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
19 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
20 analyzing Plaintiffs' claims, conducting legal research, conducting extensive informal and formal
21 discovery, meeting and conferring with Humano regarding their discovery responses, completing
22 a *Belaire-West* notice procedure and interviewing Class Members, analyzing Class Members'
23 timekeeping and payroll records with the help of a retained expert, creating a comprehensive
24 damages model, preparing for and attending mediation, reviewing Humano's financials with the
25 help of a retained forensic accountant, negotiating and preparing the long-form Settlement
26 Agreement, preparing this Motion, and otherwise litigating the case. Class Counsel expects to
27 expend additional attorney time in attending the hearing on this Motion, overseeing the Notice
28 process and fielding questions from Settlement Class members, preparing the Final Approval

1 papers, and attending the Final Approval hearing.

2 30. Plaintiffs will apply for Class Representative Enhancement Payments at the time
3 of seeking final approval of the proposed class action settlement in the amount of \$10,000 each,
4 for a total of \$30,000, for their service to the Settlement Class. As will be fully briefed at the time
5 of final approval, Plaintiffs' requested Enhancement Payments are intended to recognize the time
6 and effort Plaintiffs expended on behalf of the Settlement Class, including providing substantial
7 factual information and documents to Class Counsel, discussing the claims and theories at issue
8 in the litigation, actively participating in the prosecution of their claims, as well as the significant
9 risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case, and the fact
10 that Plaintiffs agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

11 31. I do not have any personal or financial interest, relationship, or involvement with
12 the proposed *cy pres* recipient, Legal Aid At Work.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct. Executed on June 26, 2024, at El Segundo, California.

15 
16 Sean M. Blakely

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

Coordination Proceeding
Special Title (Rule 3.550)

HUMANO WAGE AND HOUR CASES

Included actions:

Hines v. Humano LLC

Emmens v. Humano LLC

Thurman v. Humano LLC

JUDICIAL COUNCIL COORDINATION
PROCEEDING
No. 5240

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO
No. 34-2022-00313411

SUPERIOR COURT OF CALIFORNIA
COUNTY OF YOLO
No. CV2021-2225

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
No. CIVSB2227784

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE**

Assigned to the Hon. Daniel M. Wolk
Dept. 8

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Attorneys for Plaintiff Doris J Thurman

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made
3 and entered into by and between plaintiffs Michael Emmens, Jermaine Hines, and Doris J Thurman
4 (collectively referred to herein as “Plaintiffs”), as individuals and on behalf of others similarly
5 situated, and Defendant Humano LLC (“Humano” or “Defendant”) (collectively with Plaintiffs,
6 the “Parties”) in accordance with the terms of the Mediator’s Proposal accepted by the Parties and
7 subject to preliminary and final approval by the Coordinating Court (the Honorable Judge Daniel
8 M. Wolk, presiding) for the settlement of the class and representative actions entitled *Michael*
9 *Emmens v. Humano LLC*, Yolo County Superior Court case number CV2021-2225; *Jermaine*
10 *Hines v. Humano LLC*, Sacramento County Superior Court case number 34-2022-313411; and
11 *Doris J Thurman v. Humano LLC*, San Bernardino County Superior Court case number
12 CIVSB2227784.

13 **I. TERMS OF THE SETTLEMENT**

14 **A. DEFINITIONS**

15 The following definitions are applicable to this Agreement in addition to those terms
16 defined elsewhere in this Agreement:

17 1. “Coordinated Action” means *Michael Emmens v. Humano LLC*, Yolo County
18 Superior Court case number CV2021-2225 (filed on December 21, 2021); *Jermaine Hines v.*
19 *Humano LLC*, Sacramento County Superior Court case number 34-2022-313411 (filed on January
20 3, 2022); and *Doris J Thurman v. Humano LLC*, San Bernardino County Superior Court case
21 number CIVSB2227784 (filed on December 13, 2022).

22 2. “Aggrieved Employee(s)” means all current and former non-exempt employees
23 who worked for Defendant in the State of California at any time from December 10, 2020, through
24 October 5, 2023.

25 3. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
26 Action Settlement and Release.

27 4. “Class” or “Class Member(s)” means all current and former non-exempt employees
28 who worked for Defendant in the State of California at any time from December 21, 2017, through

October 5, 2023. It has been determined that there are approximately 10,500 individuals that comprise the Class.

5. “Class Counsel” means Paul K. Haines and Sean M. Blakely of Haines Law Group, APC; Larry W. Lee, Kristen M. Agnew, and Nicholas Rosenthal of Diversity Law Group, P.C.; William L. Marder of Polaris Law Group; James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and Ava Issary of James Hawkins, APLC, collectively.

6. “Class Counsel Award” means such award of fees and costs and expenses as the Court may authorize to be paid to Class Counsel from the Gross Settlement Amount for the services they have rendered and will render to Plaintiffs and the Class in the Coordinated Action. Defendant agrees not to oppose a Class Counsel Award of up to the sum of Five Hundred Thousand Dollars (\$500,000.00), *i.e.*, approximately one-third (1/3) of the Gross Settlement Amount, and costs in the amount of up to Fifty Thousand Dollars (\$50,000.00), subject to the Court’s final approval of this Settlement. Any portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

7. “Class List and Data” means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after Preliminary Approval of this Settlement. The Class List and Data shall be formatted as a Microsoft Office Excel spreadsheet and shall include each Class Member’s full name, most recent mailing address, telephone numbers and/or email addresses to the extent they are available, Social Security Number, dates of employment, and the number of Workweeks each Class Member worked during the Class Period and/or PAGA Period.

8. “Class Notice” means the Notice of Proposed Class Action Settlement, substantially in the form attached as **Exhibit A**.

9. “Class Period” means the period from December 21, 2017, through October 5, 2023.

10. “Class Representatives” or “Plaintiffs” means plaintiffs Michael Emmens, Jermaine Hines, and Doris J Thurman.

11. “Class Representative Enhancement Payment(s)” or “Enhancement Payment(s)”

means the amount that the Court authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in recognition of their efforts and risks in assisting with the prosecution of the Coordinated Action. Subject to the Court granting final approval, the Parties agree that Plaintiffs shall each be paid up to Ten Thousand Dollars (\$10,000.00) from the Gross Settlement Amount.

12. “Counsel for Defendant” or “Defense Counsel” means Michelle Finkel Ferber, Jonathan R. Babione, Jennifer R. Lucas, and Jessica M. Di Palma of Ferber Law.

13. “Court” means the Superior Court for the State of California, County of Yolo, or any other appropriate court assuming jurisdiction over the Coordinated Action.

14. “Defendant” means Defendant Humano LLC, including its predecessors, successors, and assigns, if any.

15. “Effective Date” means: (a) the date when the Final Approval Order is signed, if there are no objections, or if an objection is withdrawn prior to the Final Approval hearing, or (b) in the event there are objectors, sixty (60) days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or orders affirming said Final Approval Order and Judgment, or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

16. “Final Approval” means that the Final Approval Order and Judgment have been entered by the Court.

17. “Gross Settlement Amount” means the maximum settlement amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be paid by Defendant as a result of this Agreement to resolve the class and representative claims in the Coordinated Action. The Gross Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the Class Representative Enhancement Payment to Plaintiffs, Settlement Administration Costs to the Settlement Administrator, the PAGA Payment (including LWDA payment), interest, and Class Counsel Award. This amount shall be non-reversionary. Defendant’s share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or

any similar tax or charge) shall be paid by Defendant separately and in addition to the Gross Settlement Amount.

18. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and the amount payable to each Aggrieved Employee from 25% of the PAGA Payment.

19. “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payments, Settlement Administration Costs, the LWDA portion of the PAGA Payment, and Class Counsel Award. The Net Settlement Amount is the maximum amount that will be available for distribution to Participating Class Members.

20. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number; (b) a concise, written statement articulating the objection and the basis or bases therefor; and (c) any copies of papers, briefs, or documents upon which the objection is based. The Notice of Objection must be returned by mail to the Settlement Administrator at the specified address indicated in the Class Notice and must be postmarked by the Response Deadline.

21. “PAGA Payment” means the portion of the Gross Settlement Amount that the Parties have agreed will be allocated to resolve all claims, penalties, and remedies under the Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*, “PAGA”). The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code § 2699(l). The Parties have agreed that Eighty Thousand Dollars (\$80,000.00) of the Gross Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising under PAGA. Pursuant to the PAGA, 75% of the PAGA Payment, *i.e.*, the sum of Seventy Five Thousand Dollars (\$75,000.00), shall be paid to the California Labor and Workforce Development Agency (“LWDA”), and 25% of the PAGA Payment, *i.e.*, the sum of Twenty Five Thousand Dollars (\$25,000.00), shall be paid to Aggrieved Employees. The payment to the LWDA will be forwarded by the Settlement Administrator and any reallocation of settlement proceeds to increase the PAGA

1 Payment will not constitute grounds by either party to void this Agreement, so long as the Gross
2 Settlement Amount remains the same.

3 22. "PAGA Period" means the period from December 10, 2020, through October 5,
4 2023.

5 23. "Parties" means Plaintiffs, on behalf of themselves and the Class, and Defendant
6 collectively.

7 24. "Participating Class Members" means all Class Members who do not submit valid
8 and timely Requests for Exclusion.

9 25. "Preliminary Approval" means the Court's order granting preliminary approval of
10 the Settlement.

11 26. "Released Claims" means all claims that were or could have been asserted under
12 the facts alleged in the operative complaints of the Coordinated Action for violation of Labor Code
13 §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802,
14 Business and Professions Code § 17200, *et seq.*, and claims based on any of the statutory
15 provisions identified herein, including claims for costs and attorneys' fees related thereto, that
16 accrued during the Released Claims Period.

17 27. "Released Claims Period" means the period from December 21, 2017, through
18 October 5, 2023.

19 28. "Released PAGA Claims" means all claims for civil penalties under the California
20 Private Attorneys General Act for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3,
21 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, including claims for costs and attorneys'
22 fees related thereto, that accrued during the PAGA Period.

23 29. "Released Parties" means Defendant, and any of its respective predecessors,
24 successors, and all former, current, and future related organizations, companies, divisions,
25 subsidiaries, affiliates, insurers, and parents, and collectively, their respective former, current, and
26 future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs,
27 executors, administrators, beneficiaries, insurers, and trustees.

28 30. "Request for Exclusion" means a timely letter submitted by a Class Member

1 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a)
2 clearly state that the Class Member does not wish to be included in the Settlement; (b) set forth the
3 name, address, telephone number and last four digits of the Social Security Number of the Class
4 Member requesting exclusion; (c) be signed by the Class Member; (d) be returned by mail to the
5 Settlement Administrator at the specified address indicated in the Class Notice; and (e) be
6 postmarked on or before the Response Deadline.

7 31. "Response Deadline" means forty-five (45) calendar days after the initial date of
8 mailing of the Class Notice by the Settlement Administrator to Class Members, and the last date
9 on which Class Members may submit Requests for Exclusion or Notices of Objections to the
10 Settlement. Class Members who receive a re-mailed Class Notice due to address corrections such
11 as a forwarding address or other updated address shall have their Response Deadline extended by
12 up to fifteen (15) calendar days from the original Response Deadline.

13 32. "Settlement" means the agreement among the Parties to resolve the Coordinated
14 Action, as set forth in this Agreement.

15 33. "Settlement Administration Costs" means the fees and expenses reasonably
16 incurred by the Settlement Administrator as a result of the procedures and processes expressly
17 required by this Agreement, which are estimated at Fifty Five Thousand Dollars (\$55,000.00). Any
18 portion of the Settlement Administration Costs not used or approved by the Court shall be added
19 to the Net Settlement Amount. However, the Parties hereby acknowledge that the Settlement
20 Administration Costs may increase above the current estimate of Fifty Five Thousand Dollars
21 (\$55,000.00) and that any such additional Settlement Administration Costs that are approved by
22 counsel for the Parties shall be taken out of the Gross Settlement Amount. The Parties each
23 represent that they do not have any financial interest in the Settlement Administrator or otherwise
24 have a relationship with the Settlement Administrator that could create a conflict of interest.

25 34. "Settlement Administrator" means Phoenix Settlement Administrators, an
26 independent third party, which was mutually chosen by Class Counsel and Defense Counsel.

27 35. "Settlement Payment Check" means the payment to Participating Class Members
28 pursuant to this Settlement who do not submit a valid Request for Exclusion from the Settlement

1 and the payment of PAGA penalties to Aggrieved Employees, which shall be mailed fifteen (15)
2 business days after receipt of funds from Defendant as set forth in Paragraph C.23.

3 36. “Workweek” or “Workweeks” shall mean the period of time worked by a Class
4 Member between Sunday at 12:00 a.m. and Saturday at 11:59 p.m. of any calendar week.

5 **B. PROCEDURAL HISTORY**

6 1. Procedural History of Emmens. On December 21, 2021, Michael Emmens filed a
7 complaint against Defendant, in the matter of *Michael Emmens v. Humano LLC*, Yolo County
8 Superior Court case number CV2021-2225 (“*Emmens*”). On February 25, 2022, Plaintiff Emmens
9 filed an amended complaint alleging causes of action for: (1) failure to pay overtime all overtime
10 wages (Labor Code §§ 204, 510, 558, 1194, 1198); (2) meal period violations (Labor Code §§
11 226.7, 512, 558); (3) rest period violations (Labor Code §§ 226.7, 516, 558); (4) wage statement
12 violations (Labor Code § 226, *et seq.*); (5) waiting time penalties (Labor Code §§ 201-203; (6)
13 unfair competition (Business and Professions Code § 17200, *et seq.*); and (7) civil penalties under
14 the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

15 2. Procedural History of Hines. On January 3, 2022, Jermaine Hines filed a complaint
16 against Defendant, in the matter of *Jermaine Hines v. Humano LLC*, Sacramento County Superior
17 Court case number 34-2022-313411 (“*Hines*”). On February 18, 2022, Plaintiff Hines filed an
18 amended complaint alleging causes of action for: (1) violation of Labor Code §§ 510, 558, and
19 1194; (2) violation of Labor Code § 226(a); (3) violation of Business and Professions Code §
20 17200, *et seq.*; and (4) violation of Labor Code § 2698, *et seq.*

21 3. Coordinated Action. On or about May 12, 2022, Defendant filed a Petition for
22 Coordination of the *Emmens* action and the *Hines* action (the “Petition”). On August 9, 2022, an
23 order was entered coordinating those actions in Yolo County Superior Court, thereafter, designated
24 as the “Humano Wage and Hour Cases.”

25 4. The Thurman Action. On December 13, 2022, Doris J Thurman filed a complaint
26 against Defendant, in the matter of *Doris J Thurman v. Humano LLC*, San Bernardino County
27 Superior Court case number CIVSB2227784, alleging: (1) failure to pay wages including overtime
28 as required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required by

1 Labor Code §§ 226.7, 512 and IWC Wage Orders; (3) failure to provide rest periods as required
2 by Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5)
3 failure to timely pay wages during employment required by Labor Code § 204; (6) failure to
4 provide accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (7) fees on use of
5 pay cards, in violation of Labor Code §§ 212 and 213; (8) failure to reimburse necessary business
6 expenses required by Labor Code § 2802; (9) failure to accurately record and pay sick leave as
7 required by Labor Code § 246; and (10) violation of Business and Professions Code § 17200, *et*
8 *seq.* (“*Thurman*”).

9 5. *Thurman Add-On*. Given the overlap of claims between the *Thurman* action and
10 the Humano Wage and Hour Cases, on or about July 3, 2023, Defendant filed a petition to include
11 the *Thurman* action as an add-on case to the Humano Wage and Hour Cases. On October 13, 2023,
12 the Court entered an order granting the petition. The Humano Wage and Hour Cases (or
13 Coordinated Action) consists of the *Emmens* action, *Hines* action, and *Thurman* action.

14 6. Mediation: On April 18, 2023, Emmens, Hines, and Defendant participated in a
15 private mediation with mediator Jeffrey A. Ross, Esq.

16 7. In connection with the mediation, Defendant provided sufficient class data from
17 which Class Counsel could conduct a damage analysis, which included timekeeping and payroll
18 records for putative class members and the number of Workweeks at issue.

19 8. The parties were unable to reach an agreement on April 18, 2023, and continued
20 settlement discussions facilitated by Mr. Ross for several months thereafter. On October 5, 2023,
21 the Parties accepted a Mediator’s Proposal to settle the Coordinated Action on the terms set forth
22 herein. The Parties recognize the risk, expense, and delay in continuing the Coordinated Action,
23 and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties
24 desire to settle, compromise, and discharge all disputes and claims arising from or relating to the
25 Coordinated Action.

26 **C. TERMS OF AGREEMENT**

27 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
28 follows:

1 1. Settlement Consideration. Defendant shall pay the Gross Settlement Amount
2 totaling the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as specified in
3 this Agreement in full satisfaction of all claims arising from the Coordinated Action, which shall
4 be used to pay: (1) Individual Settlement Payments; (2) Class Counsel Award; (3) Class
5 Representative Enhancement Payments; (4) Settlement Administration Costs to the Settlement
6 Administrator; and (5) the PAGA Payment (including LWDA payment). The Parties agree that
7 this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall
8 revert to Defendant. In no event shall Defendant be required to pay more than the Gross Settlement
9 Amount as specified in this Agreement, with the exception of Defendant's share of any employer
10 payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, and/or
11 any similar tax or charge), which shall be paid by Defendant separate and apart from the Gross
12 Settlement Amount.

13 2. Amended Complaint. Within 10 business days of the execution of this Agreement,
14 Plaintiffs will prepare an amended complaint that includes claims for unreimbursed business
15 expenses and issuance of pay cards that required payment of fees. Plaintiffs will send the amended
16 complaint to Defendant along with a stipulation for leave to amend the complaint. The Parties will
17 work together in good faith to get the stipulation filed prior to the filing of Plaintiffs' Motion for
18 Preliminary Approval.

19 3. Workweek Escalator. The Gross Settlement Amount is based on Defendant's
20 representation that Class Members worked approximately 63,000 Workweeks during the Class
21 Period. If the actual number of Workweeks worked by Class Members during the Class Period
22 exceeds 69,300 (*i.e.*, an increase of over 10 percent), then the Gross Settlement Amount shall
23 increase in proportion to the increase in Workweeks above that amount. For example, a 12 percent
24 increase in Workweeks will result in a 2 percent increase in the Gross Settlement Amount.

25 4. Funding of the Gross Settlement Amount. Defendant shall fund the settlement in
26 two installments. The first installment of \$750,000.00 shall be funded within twelve (12) months
27 of October 5, 2023, or upon Final Approval, whichever is later. The second installment of
28 \$750,000.00 shall be funded within twenty-four (24) months of October 5, 2023. Defendant shall

1 make each installment of the Gross Settlement Amount as a deposit into a Qualified Settlement
2 Fund (“QSF”) to be established by the Settlement Administrator. The QSF shall be an interest-
3 bearing account at a federally insured bank that is mutually acceptable to the Parties and the
4 Settlement Administrator. The funds in the QSF shall be invested either in short-term U.S.
5 Treasury securities with maturity dates of less than 90 days at the time of deposit, or in an SEC-
6 registered money market fund investing exclusively in U.S. Treasury securities with average
7 maturities of less than 90 days and rated AAA by Standard & Poor’s. The Parties agree that the
8 QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue
9 Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the
10 Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1)
11 open and administer the Settlement Account in such a manner as to qualify and maintain the
12 qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Internal
13 Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy all federal, state, and local and income and
14 other tax reporting, return, and filing requirements with respect to the QSF and any interest or
15 other income earned by the QSF, and (3) satisfy out of the QSF all (i) taxes (including any
16 estimated taxes, interest, or penalties) with respect to the interest or other interest earned by the
17 QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration
18 of the QSF and the performance of its duties and functions as described in this Agreement. The
19 aforementioned taxes, fees, costs, and expenses shall be treated as and included in the costs of
20 administering the QSF and as Settlement Administration Costs. The Parties and the Settlement
21 Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the
22 earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
23 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(e)(ii). The
24 Parties agree to cooperate with the Settlement Administrator and one another to the extent
25 reasonably necessary to carry out the provisions of this Section.

26 5. Class Counsel Award. Defendant agrees not to oppose any application or motion
27 by Class Counsel for attorneys’ fees of up to the sum of Five Hundred Thousand Dollars
28 (\$500,000.00), or approximately one-third (1/3) of the Gross Settlement Amount, and costs

1 incurred by Class Counsel in the amount of up to Fifty Thousand Dollars (\$50,000.00), which shall
2 be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS
3 Form 1099 to Class Counsel reflecting the awarded attorneys' fees, costs, and expenses. Any
4 portion of the Class Counsel Award not awarded to Class Counsel shall be added to the Net
5 Settlement Amount and shall be distributed to Class Members as provided in this Agreement.

6 6. Class Representative Enhancement Payments. Defendant agrees not to oppose any
7 application or motion by Plaintiffs for a Class Representative Enhancement Payment of up to Ten
8 Thousand Dollars (\$10,000.00) to each Plaintiff. The Enhancement Payment shall be paid from
9 the Gross Settlement Amount and shall be paid in addition to Plaintiffs' Individual Settlement
10 Payment as Participating Class Members. The Settlement Administrator shall issue an IRS Form
11 1099 to Plaintiffs reflecting their respective Enhancement Payments. Plaintiffs shall be solely
12 and legally responsible to pay any and all applicable taxes on their Enhancement Payments and
13 shall hold Defendant, Defense Counsel, and Class Counsel harmless from any claim or liability
14 for taxes, penalties, or interest arising as a result of the Enhancement Payment. Any portion of
15 the Enhancement Payment not awarded to Plaintiffs shall be added to the Net Settlement Amount
16 and shall be distributed to Class Members as provided in this Agreement.

17 7. Settlement Administration Costs. The Settlement Administrator shall be paid for
18 the reasonable costs of administration of the Settlement from the Gross Settlement Amount,
19 currently estimated at Fifty Five Thousand Dollars (\$55,000.00). These costs, which shall be paid
20 from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the
21 Individual Settlement Payments, the issuing of W-2 and 1099 IRS Forms, establishing a Qualified
22 Settlement Fund, administering and distributing the Gross Settlement Amount, Enhancement
23 Payments, and Class Counsel Award, and providing necessary reports and declarations. Any
24 portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement
25 Amount and shall be distributed to Class Members as provided in this Agreement.

26 8. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
27 Eighty Thousand Dollars (\$80,000.00) of the Gross Settlement Amount shall be designated for
28 satisfaction of claims for civil penalties under the PAGA. The Settlement Administration shall pay

seventy-five percent (75%) of the PAGA payment, *i.e.*, the sum of Seventy Five Thousand Dollars (\$75,000.00), to the LWDA. The remaining twenty-five percent (25%), *i.e.*, the sum of Twenty Five Thousand Dollars (\$25,000.00), shall be paid to Aggrieved Employees in connection with the release of their Released PAGA Claims. Each Aggrieved Employee will be entitled to a portion of the 25% of the PAGA Payment, calculated in accordance with the number of Workweeks he or she worked during the PAGA Period, in relation to the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period.

9. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy Individual Settlement Payments to Participating Class Members from the Class in accordance with the terms of this Agreement. The Settlement Administrator will allocate the class portion of the Individual Settlement Payment by dividing the Net Settlement Amount by the total number of Workweeks for the Class Period, resulting in the Net Workweek Value (hereafter, “Net Workweek Value”), and then multiplying the Net Workweek Value by the number of Workweeks worked by each Class Member during the Class Period. Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payments for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

10. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, the Enhancement Payments made to Plaintiffs, as well as any other payments made pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans to which Plaintiffs or any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans/sick day eligibility, PTO plans, and any other benefit plans. Rather, it is the Parties’ intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The Parties agree that any Individual Settlement Payment or the Class Representative

Enhancement Payment paid to Participating Class Members or Plaintiffs under the terms of this Agreement do not represent any modification of Participating Class Members' or Plaintiffs' previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant. Further, any Individual Settlement Payments and/or the Class Representative Enhancement Payment paid hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant.

11. Settlement Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement. The Settlement Administrator shall provide the following services:

- a. Establish and maintain a Qualified Settlement Fund account;
- b. Calculate the amount of the settlement each Class Member and/or Aggrieved Employee is eligible to receive and applicable withholdings;
- c. Verify the last known address for each Class Member through a generally utilized, national address update database prior to mailing to the Class Members the Notice of Proposed Class Action Settlement ("Class Notice(s)" or "Notice Form(s)" or "Notice(s)");
- d. Print and mail the Class Notices;
- e. Establish and maintain a toll-free informational telephone support line to assist Class Members who have questions regarding the Notice;
- f. Conduct additional address searches for mailed Notices that are returned as undeliverable, and to the extent new and more current addresses are found, also reprint and re-mail the Notices accordingly;
- g. Issue and distribute all payments provided for in this Agreement, including the Individual Settlement Payments;
- h. Report the payments made pursuant to this Agreement as required on a W-2, Form 1099, and/or other forms, as applicable;

i. Calculate Defendant's share of payroll taxes, including FICA and FUTA, on the portion of each Individual Settlement Payment allocated to unpaid wages; and

j. Provide declarations and/or other information to the Court as requested.

12. Delivery of the Class List and Data. Within fifteen (15) business days of Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement Administrator.

13. Notice by First-Class U.S. Mail. Within fifteen (15) business days after receiving the Class List and Data from Defendant, the Settlement Administrator shall mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List and Data.

14. Confirmation of Contact Information in the Class List and Data. Prior to mailing, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known address changes.

15. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will provide: (1) information regarding the nature of the Coordinated Action; (2) a summary of the Settlement's principal terms; (3) the Class definition; (4) the Aggrieved Employee definition; (5) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments, if they do not request to be excluded; (6) the dates that comprise the Class Period, PAGA Period, and Released Claims Period; (7) instructions on how to submit valid Requests for Exclusion or Notices of Objection; (8) the deadlines by which the Class Member must submit a Request for Exclusion or Notice of Objection to the Settlement; (9) the date of the final approval hearing; and (10) the claims to be released. The Class Notice will also inform Class Members that, in order to receive the Individual Settlement Payment, they do not need to do anything except keep the Settlement Administrator apprised of their current mailing address. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement. The Class Notice will be in both English and Spanish.

16. Re-Mailing of Returned Notices. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-sent promptly via

1 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
2 Administrator shall indicate the date of such re-mailing on the Class Notice. If no forwarding
3 address is provided, then the Settlement Administrator shall promptly attempt to determine the
4 correct address using a skip-trace, or other search using the name, address and/or Social Security
5 Number of the Class Member involved and shall perform a re-mailing. Those Class Members who
6 receive a re-mailed Class Notice shall have their Response Deadline extended by up to fifteen (15)
7 calendar days from the original Response Deadline. If a Class Member's Class Notice is returned
8 to the Settlement Administrator as non-deliverable more than once, then an additional Class Notice
9 shall not be mailed.

10 17. Request for Exclusion Procedures. Any Class Member may opt-out from the
11 Settlement by submitting a written Request for Exclusion to the Settlement Administrator
12 postmarked by the Response Deadline. A Request for Exclusion must: (1) contain the name,
13 address, telephone number, and the last four digits of the Social Security Number of the person
14 requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the
15 Settlement; (3) be signed by the Class Member; (4) be returned by mail to the Settlement
16 Administrator at the specified address; and (5) be postmarked on or before the Response Deadline.
17 The date of the postmark shall be the exclusive means to determine whether a Request for
18 Exclusion is timely. By submitting such a Request for Exclusion, a Class Member shall be deemed
19 to have exercised his or her option to opt out of the Coordinated Action and not be bound by this
20 Agreement. Accordingly, a Class Member who timely submits a valid Request for Exclusion will
21 not be entitled to any payments under this Settlement and will not be bound by the terms of the
22 Settlement. Any Class Member who fails to submit a valid and timely Request for Exclusion on
23 or before the Response Deadline shall be deemed to be a Participating Class Member, and will be
24 bound by all terms of the Settlement to the fullest extent permissible under applicable law, if the
25 Settlement is granted final approval by the Court. Upon request, the Settlement Administrator shall
26 provide counsel for Defendant with a complete list of all Class Members who have timely
27 submitted an Exclusion Form.

28 18. To the extent a Class Member may also be an Aggrieved Employee under this

1 Agreement, there shall be no opt out of from the release of applicable PAGA claims during the
2 PAGA Period. All Aggrieved Employees shall be bound by the Released PAGA Claims and
3 receive their portion of the PAGA Payment, regardless of whether they submit a valid Request for
4 Exclusion.

5 19. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
6 Member who does not affirmatively opt-out of the Settlement by submitting a valid and timely
7 Request for Exclusion shall be bound by all terms of the Settlement to the fullest extent permissible
8 under applicable law, including those pertaining to the Released Claims, as well as any Judgment
9 that may be entered by the Court. All Aggrieved Employees shall be bound by the Released PAGA
10 Claims and receive their portion of the PAGA Payment, regardless of whether they submit a valid
11 Request for Exclusion.

12 20. Objection Procedures. Any Class Member who does not opt-out of this Settlement
13 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member should
14 return by mail a written statement of objection to the Settlement Administrator at the specified
15 address by the Response Deadline. The date of the postmark on the Notice of Objection shall be
16 deemed the exclusive means for determining that a Notice of Objection is timely. The Notice of
17 Objection must include: (a) the objector's full name, signature, address, and telephone number; (b)
18 a written statement of the basis for the objection; and (c) any copies of papers, briefs, or documents
19 upon which the objection is based. All Notices of Objection received by the Settlement
20 Administrator will be presented to the Court for consideration, however the Court may, in its
21 discretion, refuse to consider any objections that are not timely. Class Members who submit a
22 Notice of Objection will have the right to appear at the final approval hearing to have their
23 objections heard by the Court, at their own expense. However, a Class Member may appear at the
24 final approval hearing and object without having previously submitted a written objection. At no
25 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
26 to submit written objections to the Settlement or appeal from the Order and Judgment. Class
27 Counsel shall not represent any Class Members with respect to any such objections to this
28 Settlement. Any Class Member who submits a valid Request for Exclusion shall not be allowed to

object to this Settlement.

21. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members opt out of the settlement by submitting valid and timely Requests for Exclusion, Defendant has the right in its sole discretion to rescind the Parties' Settlement. The Parties agree that they will not encourage any Class Member to object to the Settlement or to opt out. If Defendant exercises its option to rescind, Defendant shall: (a) provide written notice to Class Counsel at least ten (10) business days prior to the final approval hearing, provided Defendant has been provided notice of all such opt outs, and (b) pay all Settlement Administration Costs incurred by the Settlement Administrator up to the date of Defendant's notice to rescind. In the event the Settlement is terminated, the Parties shall proceed in all respects as if this Agreement had not been executed.

22. Settlement Administrator's Reports of Information. The Settlement Administrator shall provide Defense Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted valid Requests for Exclusion. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or reasonably requested. The Settlement Administrator shall also forward to Parties' counsel and file with the Court any Notices of Objection received immediately upon receipt. Further, if requested by Parties' counsel, the Settlement Administrator shall forward any Request for Exclusion to the Parties' counsel so that they can determine whether the Request for Exclusion is valid and timely.

23. Distribution Timing of Individual Settlement Payments. Within fifteen business (15) days of Defendant funding the second installment of the Gross Settlement Amount, the Settlement Administrator shall issue payments to (1) Participating Class Members; (2) Aggrieved Employees; (3) the Labor and Workforce Development Agency; (4) Plaintiffs; and (5) Class Counsel. The Settlement Administrator shall also issue a payment to itself for services performed in connection with the Settlement.

24. Uncashed Settlement Payment Checks. Any checks issued by the Settlement Administrator to Participating Class Members and Aggrieved Employees shall be negotiable for one hundred and eighty (180) days from the date of their issuance. This is a non-reversionary

1 settlement. All Settlement Payment Checks to Class Members and Aggrieved Employees that
2 remain un-cashed within one hundred eighty (180) days of the mailing by the Settlement
3 Administrator shall be paid out pursuant to California Code of Civil Procedure § 384 to Legal
4 Aid At Work as the *cy pres* recipient. In such event, those Participating Class Members and
5 Aggrieved Employees will nevertheless remain bound by the Settlement.

6 25. Non-Liability Regarding Check Payments. Neither Plaintiffs nor Defendant shall
7 bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation
8 of checks.

9 26. Certification of Completion. Upon completion of administration of the Settlement,
10 the Settlement Administrator shall provide a written declaration under oath to certify such
11 completion to the Court and counsel for all Parties.

12 27. Administration Costs if Settlement Fails or is Delayed. If a timely Notice of
13 Objection to the Settlement is filed with the Court, regardless of the ultimate outcome of any
14 appeals taken, or if the Settlement is voided or rescinded, any costs incurred by the Settlement
15 Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in
16 this Agreement.

17 28. Treatment of Individual Settlement Payments. Twenty percent (20%) of each
18 Individual Settlement Payment disbursed from the Net Settlement Amount shall be allocated as
19 payment for alleged unpaid wages, ten percent (10%) shall be allocated as alleged unpaid
20 interest, and seventy percent (70%) shall be allocated as alleged unpaid civil and statutory
21 penalties. One hundred percent (100%) of each Individual Settlement Payment disbursed from
22 the PAGA Payment shall be allocated as civil penalties. The portion allocated to wages shall be
23 reported on an IRS Form W-2, with applicable withholdings, and the portions allocated to
24 interest and penalties shall be reported on an IRS Form-1099. The Enhancement Payments shall
25 be reported on an IRS Form-1099. Defendant shall solely be responsible for the employer portion
26 of the payroll taxes. Defendant makes no representation as to the tax treatment or legal effect of
27 the payments called for in this Agreement, and Plaintiffs, Participating Class Members, and
28 Aggrieved Employees are not relying on any statement, representation, or calculation by

1 Defendant. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and
2 agree that, except for Defendant's payment of the employer's portion of any payroll taxes, they
3 will be solely responsible for the payment of any taxes and penalties assessed on the payments
4 described herein. Plaintiffs, Class Counsel, Participating Class Members, and Aggrieved
5 Employees shall be solely and legally responsible for correctly characterizing the payments they
6 receive pursuant to this Agreement for tax purposes and for paying any taxes on the amounts
7 received. Notwithstanding the treatment of the payments to each Participating Class Member
8 above, none of the payments called for by this Agreement, including the wage portion, are to be
9 treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or
10 retirement plan.

11 29. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members,
13 Aggrieved Employees, and Class Counsel, 1099 and W-2 forms or other tax forms as may be
14 required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator
15 shall also be responsible for forwarding all payroll taxes withheld from the payments issued in
16 this Settlement to the appropriate government authorities. The Settlement Administrator shall
17 also be responsible for reversing any tax documents issued to Participating Class Members and
18 Aggrieved Employees who do not cash their checks and for refunding Defendant's share of
19 payroll taxes.

20 30. Tax Liability. Defendant, Defense Counsel, the Settlement Administrator, and
21 Class Counsel make no representation as to the tax treatment or legal effect of the payments called
22 for hereunder, and Plaintiffs, Participating Class Members, and Aggrieved Employees are not
23 relying on any statement, representation, or calculation by Defendant, Defense Counsel, Class
24 Counsel, or by the Settlement Administrator in this regard. Plaintiffs agree to assume all risks
25 regarding the tax consequences of any Enhancement Payment, other than as stated herein.
26 Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they
27 will be solely responsible for the payment of any and all taxes and penalties assessed on their
28 respective payments described herein and will defend, indemnify, and hold Defendant, Defense

Counsel, Class Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

31. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

32. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action, or right herein released and discharged.

3
4 33. Release of Claims by Plaintiffs and Participating Class Members. Upon the
5 Effective Date, Plaintiffs and Participating Class Members, as well as their heirs, executors,
6 administrators, trustees, and/or permitted assigns, hereby do and shall be deemed to have fully,
7 finally, and forever released, settled, compromised, relinquished and discharged, to the fullest
8 extent possible, any and all of the Released Parties from the Released Claims. Plaintiffs and each
9 Participating Class Member fully release and discharge the Released Parties for any and all
10 violations of the California Labor Code and Unfair Competition Law based on Defendant's failure
11 to provide meal periods, failure to authorize and permit rest periods, failure to pay for all hours
12 worked (including minimum and overtime wages), failure to pay wages (including sick pay) based
13 on the regular rate of pay, failure to indemnify employees for expenditures, failure to timely pay
14 wages during employment and upon separation of employment, payment of wages via pay cards
15 that incurred fees with usage, and failure to furnish accurate itemized wage statements, and all
16 damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
17 causes of action under California law, to the extent permissible, including but not limited to the
18 California Labor Code and the applicable Wage Orders. The period of the Released Claims shall
19 extend to the limits of the Released Claims Period. It is intent of the Parties to give the broadest
20 *res judicata* effect provided by the release.

21 34. Release of Claims by Plaintiffs and Aggrieved Employees. Upon the Effective
22 Date, Plaintiffs and Aggrieved Employees shall be deemed to have released the Released Parties
23 from the Released PAGA Claims. The period of the Released PAGA Claims shall extend to the
24 limits of the PAGA Period.

25 35. Nullification of Settlement. In the event that the Settlement does not become final
26 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
27 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
28 likewise be treated as void from the beginning.

1 36. Disputes Regarding Individual Settlement Payments. In the event that Class
2 Members have a dispute as to the data provided by the Defendant, Class Members will have the
3 opportunity to provide documentation and/or an explanation. A challenge must be faxed or
4 postmarked no later than the Response Deadline, unless extended because of re-mailing of the
5 Notice of Settlement as set forth in Paragraph C.15. Absent evidence rebutting Defendant's
6 records, Defendant's records shall be presumed determinative. The Settlement Administrator shall
7 inform counsel for all Parties in writing of any timely-filed challenges, and shall investigate any
8 challenges, including by consulting Defendant and Defense Counsel. The Settlement
9 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
10 Payments under the terms of this Agreement, and that determination shall be binding. These
11 decisions will be final and non-appealable by Class Members.

12 37. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
13 Settlement Administrator concerning the administration of the Settlement will be resolved by the
14 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
15 for the Parties will confer in good faith to resolve the disputes without the necessity of involving
16 the Court.

17 38. Preliminary Approval Hearing. Following review and approval by Defense
18 Counsel, Plaintiffs shall obtain a hearing before the Court to request the Preliminary Approval of
19 the Settlement, and the entry of a Preliminary Approval Order:

- 20 a. Conditionally certifying the Class for settlement purposes only;
- 21 b. Preliminarily approving the Agreement under the legal standards relating to
22 the preliminary approval of class action settlements;
- 23 c. Approving the form of the Class Notice (attached to this Agreement as
24 **Exhibit A**), and finding that the proposed method of disseminating the
25 Class Notice is the best notice practicable under the circumstances;
- 26 d. Approving Phoenix Settlement Administrators as the Settlement
27 Administrator;
- 28 e. Establishing the procedures and the deadline by which Class Members may

1 assert objections to the Settlement;

2 f. Setting a date for the Final Approval Hearing;

3 g. Setting a date that is approximately five (5) court days before the date of the
4 Final Approval Hearing by which the Parties must file their respective
5 responses to any objections to the Settlement that were filed by Class
6 Members on or before the Response Deadline; and

7 39. Settlement Administrator. The Parties agree that the Settlement Administrator shall
8 have the authority to mail the Class Notice, create and administer the QSF and Gross Settlement
9 Amount, process Requests for Exclusion form, and disburse sums from the Gross Settlement
10 Amount. The Settlement Administrator must have adequate security to protect the privacy rights
11 of the employees about whom it is receiving information, and to protect the QSF, and must
12 memorialize this in a contract that meets with the approval of the Parties and the Court.

13 40. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
14 Requests for Exclusion or Notices of Objection to the Settlement, and with the Court's permission,
15 a Final Approval/Settlement Fairness Hearing shall be conducted to determine the Final Approval
16 of the Settlement along with the amounts properly payable for: (i) Individual Settlement Payments;
17 (ii) the PAGA Payment (including payment to the LWDA and Aggrieved Employees); (iii) the
18 Class Counsel Award; (iv) the Class Representative Enhancement Payments; and (v) Settlement
19 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
20 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
21 costs application to be heard at the Final Approval Hearing.

22 41. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
23 Motion for Final Approval, the Parties shall also jointly seek the entry of Judgment pursuant to
24 California Rule of Court 3.769 and consistent with the terms of this Agreement. The Parties hereto
25 shall request that, after entry of the Judgment, the Court shall have continuing jurisdiction solely
26 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement,
27 (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate
28 under court rules or as set forth in this Agreement.

1 42. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4 43. Confidentiality. The Parties and their counsel agree that they will not issue any
5 press releases, initiate any contact with the press, respond to any press inquiry, or have any
6 communication with the press about the fact, amount, or terms of the Settlement. In addition, the
7 Parties and their counsel agree that they will not engage in any advertising or distribute any
8 marketing materials relating to the Settlement of this case, including, but not limited to, any
9 postings on any websites maintained by Class Counsel. Any communication about the Settlement
10 to Class Members prior to the Court-approved mailing will be limited to a statement that a
11 settlement has been reached and the details will be communicated in a forthcoming Court-
12 approved notice. Notwithstanding anything to the contrary in this paragraph or elsewhere in this
13 Agreement, Defendant shall be permitted to make such disclosures regarding this case and
14 settlement as it deems necessary or appropriate for purposes of corporate reporting and/or
15 complying with any applicable laws, including without limitation, any securities laws and rules of
16 any stock exchange on which shares are traded.

17 44. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety
18 of the Parties' Settlement terms. No other prior or contemporaneous written or oral negotiations
19 or agreements may be deemed binding on the Parties.

20 45. Disputes Regarding Language of Final Settlement Agreement. If the Parties have a
21 dispute with regard to the language of the Agreement, the Parties agree to informally resolve the
22 dispute by engaging Jeffrey A. Ross, Esq. to mediate such dispute.

23 46. Amendment or Modification. This Agreement may be amended or modified only
24 by a written instrument signed by the Parties or their successors-in-interest.

25 47. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate this
27 Agreement and to take all appropriate actions required or permitted to be taken by the Parties
28 pursuant to this Agreement to effectuate its terms and to execute any other documents required to

1 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
2 other and use good-faith efforts to effect the implementation of intended terms and provisions of
3 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
4 needed to implement the Settlement, or on any supplemental provisions that may become
5 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
6 or of Mediator Jeffrey A. Ross, Esq. to resolve such disagreement.

7 48. Binding on Successors and Assigns. This Agreement shall be binding upon, and
8 inure to the benefit of, the successors, heirs, or assigns of the Parties hereto, as previously defined.

9 49. California Law Governs. All terms of this Agreement and Exhibits hereto shall be
10 governed by and interpreted according to the laws of the State of California.

11 50. Execution and Counterparts. This Agreement is subject only to the execution of all
12 Parties. However, the Agreement may be executed in one or more counterparts. All executed
13 counterparts and each of them, including facsimile and scanned copies of the signature page, shall
14 be deemed to be one and the same instrument.

15 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
16 this Agreement is a fair, adequate, and reasonable settlement of the Coordinated Action and have
17 arrived at this Settlement after arm's length negotiations, mediation, and in the context of
18 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
19 further acknowledge that they are each represented by competent counsel and that they have had
20 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
21 Agreement.

22 52. Invalidity of Any Provision. Before declaring any provision of this Agreement
23 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent possible
24 consistent with applicable precedents so as to define all provisions of this Agreement valid and
25 enforceable. Any invalid, illegal, or unenforceable provision determined by the Court shall in no
26 way affect any other provision if Defendant and Class Counsel, on behalf of the Parties and the
27 Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
28 provision had never been included in this Agreement.

1 53. Waiver of Certain Appeals. The Parties agree to waive appeals, other than those
2 relating to any objection(s); in addition, Plaintiffs or Class Counsel may appeal any reduction in
3 the Class Counsel Award below the amount Class Counsel requests, and either Party may appeal
4 any order that materially alters the Agreement's terms.

5 54. Class Action Certification. The Parties are agreeing to class certification for
6 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an
7 admission of any kind by Defendant, including without limitation, that certification of a class for
8 trial or any other purpose is appropriate or proper or that Plaintiffs or any Class Member can
9 establish any of the requisite elements for class treatment of any of the claims in the Coordinated
10 Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and
11 the Parties will be restored to their respective positions in the lawsuit as if they had not entered
12 into this Agreement. The Parties further agree that this Agreement, the final stipulation of
13 Settlement, or any documents or orders issued related to this Settlement will not be admissible,
14 other than according to the Settlement's terms, in this or any other proceeding as evidence that
15 either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiffs or any Class
16 Member.

17 55. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
19 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
20 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
21 pursuant to any statute or any other applicable laws, regulations, or legal requirements; or engaged
22 in any other unlawful conduct with respect to its employees or otherwise. Neither this Agreement,
23 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
24 as an admission or concession by Defendant of any such violations or failures to comply with any
25 applicable law, regulation, or legal requirement. Except as necessary in a proceeding to enforce
26 the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or
27 received as evidence in any action or proceeding to establish any liability or admission of any
28 nature on the part of Defendant, or to establish the existence of any condition constituting a

1 violation of, or a non-compliance with, federal, state, local, or other applicable law. The terms of
2 this Paragraph C.55 shall be given the broadest interpretation necessary to effectuate its terms. If
3 Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected
4 by California Evidence Code § 1152.

5 56. Captions. The captions and section numbers in this Agreement are inserted for the
6 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
7 provisions of this Agreement.

8 57. Waiver. No waiver of any condition or covenant contained in this Agreement or
9 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right, or
11 remedy.

12 58. Enforcement Actions. In the event that one or more of the Parties institutes any
13 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
14 Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or
15 Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys'
16 fees and costs, including expert witness fees incurred in connection with any enforcement action.

17 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
18 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly
19 against one Party than another merely by virtue of the fact that it may have been prepared by
20 counsel for one of the Parties, it being recognized that, because of the arm's length negotiations
21 between the Parties, all Parties have contributed to the preparation of this Agreement.

22 60. Representation by Counsel. The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
24 and that this Agreement has been executed with the consent and advice of counsel. Further,
25 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

26 61. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
27 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
28 this Agreement.

62. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

63. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Agreement, and further intend that this Agreement shall be fully enforceable and binding on all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: March 26, 2024

PLAINTIFF MICHAEL EMMENS

Michael Emmens
Michael Emmens (Mar 26, 2024 13:15 PDT)

Plaintiff Michael Emmens

DATED: _____

PLAINTIFF JERMAINE HINES

Plaintiff Jermaine Hines

DATED: _____

PLAINTIFF DORIS J THURMAN

Plaintiff Doris J Thurman

DATED: _____

DEFENDANT HUMANO LLC

Please Print Name of Authorized Signatory

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement and Release between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: _____

PLAINTIFF MICHAEL EMMENS

Plaintiff Michael Emmens

DATED: 3/20/2024

PLAINTIFF JERMAINE HINES

DocuSigned by:


Plaintiff Jermaine Hines

DATED: _____

PLAINTIFF DORIS J THURMAN

Plaintiff Doris J Thurman

DATED: _____

DEFENDANT HUMANO LLC

Please Print Name of Authorized Signatory

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: _____

PLAINTIFF MICHAEL EMMENS

Plaintiff Michael Emmens

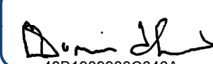
DATED: _____

PLAINTIFF JERMAINE HINES

Plaintiff Jermaine Hines

DATED: 3/25/2024

PLAINTIFF DORIS J THURMAN


48B1989980C646A

Plaintiff Doris J Thurman

DATED: _____

DEFENDANT HUMANO LLC

Please Print Name of Authorized Signatory

62. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

DATED: _____

PLAINTIFF MICHAEL EMMENS

Plaintiff Michael Emmens

DATED: _____

PLAINTIFF HERMAINE HINES

Plaintiff Jermaine Hines

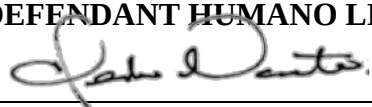
DATED: _____

PLAINTIFF DORIS J THURMAN

Plaintiff Doris J Thurman

DATED: 2/5/24 _____

DEFENDANT HUMANO LLC



Pedro Navarrete
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: March 26, 2024

HAINES LAW GROUP, APC



Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Michael Emmens

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff Jermaine Hines

DATED: _____

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Jermaine Hines

DATED: _____

JAMES HAWKINS, APLC

James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff Doris J Thurman

DATED: _____

FERBER LAW

Michelle Finkel Ferber
Jonathan R. Babione
Attorneys for Defendant Humano LLC

APPROVED AS TO FORM

DATED: _____

HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Michael Emmens

DATED: 3/20/2024

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff Jermaine Hines

DATED: 3/20/24

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Jermaine Hines

DATED: _____

JAMES HAWKINS, APLC

James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff Doris J Thurman

DATED: _____

FERBER LAW

Michelle Finkel Ferber
Jonathan R. Babione
Attorneys for Defendant Humano LLC

APPROVED AS TO FORM

DATED: _____

HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Michael Emmens

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff Jermaine Hines

DATED: _____

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Jermaine Hines

DATED: 3/25/2024

JAMES HAWKINS, APLC



James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff Doris J Thurman

DATED: _____

FERBER LAW

Michelle Finkel Ferber
Jonathan R. Babione
Attorneys for Defendant Humano LLC

APPROVED AS TO FORM

DATED: _____

HAINES LAW GROUP, APC

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Michael Emmens

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Attorneys for Plaintiff Jermaine Hines

DATED: _____

POLARIS LAW GROUP

William L. Marder
Attorneys for Plaintiff Jermaine Hines

DATED: _____

JAMES HAWKINS, APLC

James R. Hawkins
Gregory Mauro
Attorneys for Plaintiff Doris J Thurman

DATED: March 22, 2024

FERBER LAW



Michelle Finkel Ferber
Jonathan R. Babione
Attorneys for Defendant Humano LLC

EXHIBIT A

In re: Humano Wage and Hour Cases
Superior Court of California, County of Yolo (Case No. JCCP5240)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT (“NOTICE”)

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF HUMANO LLC (“DEFENDANT”) IN THE STATE OF CALIFORNIA AT ANY TIME FROM DECEMBER 21, 2017, THROUGH OCTOBER 5, 2023, YOU MAY BE ABLE TO COLLECT MONEY FROM A CLASS ACTION SETTLEMENT.

The Yolo County Superior Court (“Court”) authorized this Notice to be sent by Phoenix Settlement Administrators (“Settlement Administrator”). This is not an advertisement. This is not a solicitation from a lawyer.

HUMANO LLC CANNOT AND WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR PARTICIPATING IN THIS SETTLEMENT.

«BarcodeString»
SIMID «SIMID»

ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmnt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

- Michael Emmens, Jermaine Hines, and Doris Thurman (“Named Plaintiffs”) have sued Defendant on behalf of themselves and all other similarly situated employees.
- The parties to the lawsuit have reached a tentative settlement, and the Court has preliminarily approved it.
- The settlement resolves the lawsuit.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

You Can DO NOTHING

You will receive a payment from the settlement. If you do nothing, you continue your participation in this lawsuit, and you will be impacted by the outcome of this case. You will receive a settlement payment; however, you will **lose** any rights to sue Defendant separately for the same legal claims made in the lawsuit. The estimated amount of your settlement payment is shown above. To receive your settlement payment, all you need to do is keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the settlement, the Settlement Administrator will mail your check to the address on file for you.

**You Can ASK TO BE
EXCLUDED FROM THE
SETTLEMENT**

(Deadline: , 2024)

If you ask to be excluded from the settlement, you will get no payment from the class settlement, but you will **keep** any right to sue Defendant separately for the same legal claims made in this lawsuit. Your exclusion request shall not apply to the portion of the Settlement related to the Released

	PAGA Claims. See Sections 10 and 11 for more information. Important: You cannot ask to be excluded <u>and</u> still get a class settlement payment.
You Can OBJECT TO THE SETTLEMENT (Deadline: , 2024)	If you do not like the settlement, you can send a written objection to the Settlement Administrator by the deadline. If your objection is overruled, you will still be bound by the terms of the settlement and will receive a settlement payment. Important: If you object to the settlement, you cannot also ask to be excluded.

THESE RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—ARE EXPLAINED IN THIS NOTICE.

The Court is in charge of this lawsuit and still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. **Please be patient.**

1. Why Should You Read This Notice?

You should read this Notice because you may be entitled to money from a class action settlement.

2. What Is This Lawsuit About?

In the lawsuit, the Named Plaintiffs allege that Defendant failed to provide off-duty meal and rest breaks, failed to pay for all hours worked (including minimum and overtime wages), failed to pay wages (including sick pay) based on the regular rate of pay, failed to reimburse employee for work-related expenses, failed to timely pay wages during employment and upon separation of employment, paid wages via pay cards that required employees to incur fees with usage, and failed to provide accurate itemized wage statements to its employees. The Named Plaintiffs seek on behalf of all similarly situated current and former employees all unpaid minimum, regular, and overtime wages, unpaid business expenses, and related statutory and civil penalties under California law

Defendant denies the allegations in the lawsuit and denies it has engaged in any wrongdoing. Defendant asserts that it complied with all legal requirements, but is resolving this action in order to avoid the costs of further legal proceedings.

3. Why Is This A Class Action?

This lawsuit is a class action. In a class action, one or more persons, called a class representative (in this case, Michael Emmens, Jermaine Hines, and Doris Thurman), sue on behalf of people who allegedly have similar claims. All these people are a class or class members. One case resolves the issues for all class members, except for those who exclude themselves from the class. The Yolo County Superior Court is in charge of the case. The lawsuit is known as *In re: Humano Wage and Hour Cases*, Case No. JCCP5240.

4. Why Is There A Settlement?

The Court did not decide in favor of Named Plaintiffs or Defendant. Named Plaintiffs think they could have won at trial. Defendant thinks that it would have won at trial. But there was no trial. Instead, both parties agreed to a settlement. That way, they avoid the cost of litigation, and the individuals potentially affected will get compensation. The class representatives and the attorneys think the settlement is best for class members.

5. How Do I Know If I Am Part Of The Settlement?

The Court has decided that all current and former non-exempt employees who worked for Defendant in the State of California at any time from December 21, 2017, through October 5, 2023 (the “Class Period”), is a class member.

6. What Does The Settlement Provide?

The proposed settlement provides for a payment by Defendant of \$1,500,000.00 to fully and finally resolve all claims in the lawsuit (referred to as the “Gross Settlement Amount”). The total amount to be distributed to class members who can be located, and who do not exclude themselves from the settlement, will be the value of the Gross Settlement Amount after deducting the following (the “Net Settlement Amount”): (a) settlement administration costs of approximately \$45,000.00; (b) Enhancement Payments to the Named Plaintiffs in an amount not to exceed \$10,000.00 each (collectively, \$30,000.00) for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable); (c) Class Counsel’s attorneys’ fees not to exceed \$500,000.00; (d) Class Counsel’s actual litigation costs and expenses as supported by declaration not to exceed \$50,000.00; and (f) payment of PAGA penalties to the Labor and Workforce Development Agency and Aggrieved Employees in the amount of \$100,000.00. **Class Counsel’s attorneys’ fees and costs, Named Plaintiffs’ Enhancement Payments, and the payment to the Labor and Workforce Development Agency and Aggrieved Employees, remain subject to Court approval.**

No portion of the Net Settlement Amount will be returned to Defendant under any circumstances.

7. How Much Will My Payment Be?

Your estimated share of the settlement is shown above and is based on the number of workweeks you worked for Humano LLC during the Class Period (and PAGA Period, if applicable), as compared to the total number of workweeks worked by all class members during that same period. Based upon Defendant’s records, the number of workweeks you worked is determined to be **. If this information appears correct, you do not need to do anything further to receive your settlement payment. If you dispute the number of workweeks worked listed above, see below (Question 9).

8. How Do I Get A Payment?

To qualify for payment, you need not do anything. The Settlement Administrator will mail you a check within about sixty days of October 5, 2025, but possibly later depending on whether there is any appeal of the judgment entered by the Court.

9. What If I Believe The Information Is Inaccurate?

If you believe the number of workweeks you worked during the Class Period is inaccurate, you may dispute it by sending a letter to [REDACTED] [ADMINISTRATOR’S ADDRESS] no later than [REDACTED], 2024. Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and a statement as to what and why you are disputing. Also attach a copy of any documentation you want to include to support your dispute.

10. What Am I Giving Up To Receive A Settlement Payment?

Unless you request to be excluded from the settlement, you remain a part of the settlement class, and that means

you cannot sue, continue to sue, or be part of any other lawsuit against Defendant for any legal claims arising during the Class Period that are based on the facts alleged by Named Plaintiffs in the lawsuit, or any claims that could have been brought under the facts and allegations made in the lawsuit. Specifically, you will be giving up or “releasing” the claims described below:

[A]ll claims that were or could have been asserted under the facts alleged in the operative complaints of the Coordinated Action for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, Business and Professions Code § 17200, *et seq.*, and claims based on any of the statutory provisions identified herein, including claims for costs and attorneys’ fees related thereto, that accrued during the Released Claims Period (“**Released Claims**”).

The Released Claims listed above relate to Defendant’s failure to provide meal periods, failure to authorize and permit rest periods, failure to pay for all hours worked (including minimum and overtime wages), failure to pay wages (including sick pay) based on the regular rate of pay, failure to indemnify employees for expenditures, failure to timely pay wages during employment and upon separation of employment, payment of wages via pay cards that incurred fees with usage, and failure to furnish accurate itemized wage statements. The Released Claims Period is December 21, 2017, through October 5, 2023.

In addition, if you are an Aggrieved Employee, you will provide the following release:

[A]ll claims for civil penalties under the California Private Attorneys General Act for violation of Labor Code §§ 201-203, 204, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1194, 1198, and 2802, including claims for costs and attorneys’ fees related thereto, that accrued during the PAGA Period (“**Released PAGA Claims**”).

Aggrieved Employees are all current and former non-exempt employees who worked for Defendant in the State of California at any time from December 10, 2020, through October 5, 2023. The PAGA Period is December 10, 2020, through October 5, 2023.

11. How Do I Exclude Myself From The Settlement?

To exclude yourself from the settlement (also referred to as “opt-out”), you must mail a letter to the Settlement Administrator saying that you want to be excluded from the *In re: Humano Wage and Hour Cases* settlement.

Be sure to include your name, address, telephone number, last four digits of your Social Security Number, and your signature. You must mail your exclusion letter postmarked no later than [REDACTED], 2024, to the Settlement Administrator at [REDACTED].

If you submit a timely and valid “opt-out” request, you will no longer be a member of the class and you will not receive any money from the class portion of the settlement, or be able to object to the settlement, but you will not be legally bound by anything that happens regarding the class action portion of this lawsuit. You will keep any rights to sue (or continue to sue) Defendant in the future for the same legal claims made in this lawsuit, at your own expense.

If you are both a class member and an Aggrieved Employee, you may not exclude yourself from the Released PAGA Claims regardless of whether you submit a valid “opt-out” request.

PAGA claims are brought on behalf of the State of California by an employee who has been given permission by the State of California to litigate on its behalf. Any settlement of PAGA claims, once approved, is binding on the State and forecloses future lawsuits by the State (or other employees acting on its behalf) that seek PAGA civil penalties for the settled alleged violations. Thus, because the claim for PAGA civil penalties belongs to the State and not individual employees, there is no mechanism for employees to exclude themselves from the settlement of the Released PAGA Claims. If you exclude yourself now you will not receive your class settlement payment and you will not give up the Released Claims. But, even if you exclude yourself, you may still receive a portion of the PAGA Payment (see Section 10 for eligibility) and be bound by the Released PAGA Claims.

12. If I Don't Exclude Myself, Can I Sue Defendant Or Receive Money From The Settlement?

If you do not exclude yourself from the settlement, you cannot sue Defendant for any of the claims that this settlement resolves. If you have a pending lawsuit against Defendant, speak to your lawyer in that case immediately. You may have to exclude yourself from this case to continue on with your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2024.

If you exclude yourself from the Settlement, you will not receive any money from the settlement of the class action claims in this matter.

13. How Do I Tell The Court That I Don't Believe That The Settlement Is Fair?

If you are a class member and you do not exclude yourself from the settlement, you can object to the settlement if you believe that the settlement is unfair or inadequate. You can give reasons why you think the Court should not approve the settlement. If you object and follow the procedures set out in this section, your objection will be considered.

If you decide to object to the proposed settlement, you may do so in writing. All written objections must be signed by you and must include: (1) your full name, address, and telephone number; (2) a written statement of the basis for your objection; and (3) any copies of papers, briefs, or documents upon which the objection is based. Any objections should be mailed to the Settlement Administrator at [REDACTED] and be postmarked no later than [REDACTED], 2024. All objections received will be presented to the Court for consideration. However, the Court may, in its discretion, refuse to consider any objections that are not timely.

Upon the submission of your objection, you may also appear at the final approval hearing for the settlement (see Section 17 below for details as to when this hearing will take place), either in person or through an attorney at your own expense.

14. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the class. Excluding yourself, on the other hand, is telling the Court that you don't want to be part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you. However, if you file an objection, you will still receive settlement benefits under the settlement if it is approved by the Court.

15. Do I Have A Lawyer In This Case?

The Court decided that the law firms of Haines Law Group, APC, Diversity Law Group, P.C., Polaris Law Group,

and James Hawkins APLC, all of which represent the Named Plaintiffs, are also qualified to represent you and all class members. You will not be charged for these lawyers. These law firms are referred to as “Class Counsel.” If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will The Attorneys For The Class And The Class Representative Be Paid?

The attorneys for the Named Plaintiffs and the class will be paid from the Gross Settlement Amount. Class Counsel will ask for up to \$500,000.00 in attorneys’ fees and for litigation costs incurred up to a maximum of \$50,000.00, the actual amount of which will be determined by the Court at the final approval hearing (see Section 17 below for details as to when this hearing will take place). Class members (like you) do not have to pay the fees and costs of Class Counsel. **If you elect, however, to hire your own lawyer, you have to make your own arrangements to compensate your lawyer.**

If approved by the Court, enhancement payments for the Named Plaintiffs in an amount up to \$10,000.00 each (collectively, \$30,000.00) will be paid from the Gross Settlement Amount for their work and effort in prosecuting this case, and for undertaking the risks of costs (in the event the outcome of this lawsuit was not favorable).

17. Notice Of Hearing On Final Approval And Objections To Class Action Settlement.

The Court has preliminarily approved the settlement and will hold a final approval hearing to decide whether to give final approval to the settlement. This hearing will be held before the Honorable Daniel M. Wolk on _____, 2024, at _____ a.m., in Department 8 of the Superior Court of California for the County of Yolo, located at 1000 Main Street, Woodland, California 95695, to determine whether the proposed settlement is fair, reasonable, and adequate, and whether it should be finally approved by the Court. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The final approval hearing may be continued without further notice. The Court may adjourn or continue the hearing from time to time, without further notification, as the Court may direct.

Once final approval is granted by the Court, the Court will enter judgment against Defendant, and all class members who have not requested exclusion will be deemed to have waived the Released Claims set forth above.

18. How Do I Get More Information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel.

The addresses for the Court and Class Counsel are as follows:

COURT
Clerk of Court Yolo County Superior Court 1000 Main Street Woodland, California 95695

CLASS COUNSEL	CLASS COUNSEL (cont'd)
HAINES LAW GROUP, APC Paul K. Haines Sean M. Blakely 2155 Campus Drive, Suite 180 El Segundo, CA 90245 Tel: (424) 292-2350 Fax: (424) 2929-2355 phaines@haineslawgroup.com sblakely@haineslawgroup.com	DIVERSITY LAW GROUP, P.C. Larry W. Lee Kristen M. Agnew 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 lwlee@diversitylaw.com kagnew@diversitylaw.com
POLARIS LAW GROUP William L. Marder 501 San Benito Street, Suite 200 Hollister, CA 95023 (831) 531-4214 (831) 634-0333 facsimile bill@polarislawgroup.com	JAMES HAWKINS APLC James R. Hawkins, Esq. (#192925) Gregory Mauro, Esq. (#222239) Michael Calvo, Esq. (#314986) 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel.: (949) 387-7200 Fax: (949) 387-6676 James @jameshawkinsaplc.com Greg@jameshawkinsaplc.com Michael@jameshawkinsaplc.com

WHAT IF I HAVE QUESTIONS?

If you have any questions about the settlement, you may contact the Settlement Administrator:

In re: Humano Wage and Hour Cases
c/o Phoenix Settlement Administrators
Address
City, CA, Zip
Toll-Free Phone Number: [insert]

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

December 21, 2021

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Michael Emmens v. Humano LLC*

To Whom It May Concern:

Please be advised that this law firm represents Michael Emmens in claims arising from his employment with Humano LLC and Does 1 through 100 (collectively, “Humano”). Mr. Emmens is an “aggrieved employee” as defined by Labor Code § 2698, *et seq.* due to Humano’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Humano is a temporary services employer that supplies employees to warehouses and distribution facilities. Mr. Emmens was employed by Humano as a non-exempt employee from approximately April 2021 until approximately September 2021. His most recent assignment with Humano was at a distribution center in West Sacramento, California.

For purposes of this letter, “aggrieved employees” refers to all of Humano’s non-exempt employees who have worked for Humano in California at any time from one year preceding the submission of this letter to the LWDA through the present.

During Mr. Emmens’s employment with Humano, Plaintiff often worked in excess of eight hours per workday and/or forty hours per workweek, but he did not receive overtime compensation equal to one and one-half times his “regular rate” of pay for all overtime hours worked. Specifically, Mr. Emmens and other non-exempt employees received non-discretionary payments such as attendance bonuses, performance incentive payments, per diem payments, and other forms of pay that cannot legally be excluded from the regular rate of pay (hereinafter “Incentive Pay”). However, Humano failed to incorporate Incentive Pay in employees’ “regular rate” of pay when calculating overtime, and instead paid overtime at one-and-one-half times employees’ base rates of pay (and double-time at two times employees’ base rate of pay). As a result of Humano’s failure to incorporate Incentive Pay into Emmens’s and other aggrieved employees’ “regular rate” of pay, Humano underpaid overtime and double-time wages to Mr. Emmens and other aggrieved employees.

Mr. Emmens and other aggrieved employees also were not provided by Humano with legally compliant meal periods due to Humano's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Humano failed to provide Mr. Emmens and other aggrieved employees with second meal periods on shifts over 10.0 hours. Moreover, Humano failed to allow Mr. Emmens and other aggrieved employees to leave the work premises, thereby failing to relieve employees of all duties during meal periods. *See Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036 (2012) (agreeing with DLSE position that employees must be allowed to leave premises during meal periods). On those occasions when Mr. Emmens was not provided with all legally required meal periods to which he was entitled, Humano failed to compensate Mr. Emmens with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Humano maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Humano has also failed to authorize and permit all required rest periods for Mr. Emmens and other aggrieved employees. Specifically, Humano has often failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Mr. Emmens and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Additionally, Humano required Mr. Emmens and other aggrieved employees to remain on the work premises during rest periods, and thereby failed to relinquish all control over employees during rest periods. Despite failing to authorize and permit Mr. Emmens and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Humano maintained no mechanism for the payment of rest period premium payments as required by Labor Code section 226.7 and did not pay Mr. Emmens and other aggrieved employees any rest period premiums.

Although Humano is a temporary services employer as that term is defined in Labor Code § 201.3, Humano has failed to pay Mr. Emmens and other aggrieved employees weekly as required by Labor Code § 201.3(b). Instead, Humano paid Mr. Emmens paid bi-weekly.

As a result of Humano's failure to pay all overtime wages, failure to provide all required meal periods and pay all required meal period premiums, and failure to authorize and permit all required rest periods and pay all required rest period premiums, Humano maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Emmens and other aggrieved employees.

As a further result of Humano's failure to pay all overtime wages, as well as meal and rest period premium wages, Humano failed to pay all wages owed to Mr. Emmens and other aggrieved former employees upon separation of employment from Humano.

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As described above, Humano has committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”):

Overtime Violations

Humano was, and is, required to properly pay Mr. Emmens and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 510, 558, 1194(a) and 1198; Wage Order 4, § 3. Wage Order 4, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Wage Order 4, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. As described herein, Humano caused Mr. Emmens and other aggrieved employees to work overtime and/or double-time hours but did not compensate Mr. Emmens or other aggrieved employees at one and one-half times (or two times) their “regular rate” of pay for such hours.

Meal Period Violations

As alleged above, Humano failed, and continues to fail, to provide Mr. Emmens and other aggrieved employees with all required and compliant meal periods, due to Humano’s meal period policies/practices that fail to provide legally compliant first meal periods and/or second meal periods, to Mr. Emmens and other aggrieved employees. *See* Labor Code §§ 226.7 512, 558, 1198; Wage Order 4, § 11. As a result, Mr. Emmens and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with...[an] order of the Industrial Welfare Commission...the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”). As alleged above, Humano has failed to pay them the premium wages to which they are legally entitled.

Rest Period Violations

Due to its unlawful rest period policies and/or practices, Humano has failed to authorize and permit Mr. Emmens and other aggrieved employees to take all paid rest periods to which they are legally entitled. Wage Order 4, Section 12 and California Labor Code sections 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof. Despite Humano’s violations, Humano has not paid an additional hour of premium pay to Mr. Emmens and other aggrieved employees at their respective regular rates of compensation for each violation in accordance with Labor Code section 226.7.

Failure to Pay Weekly Wages

As alleged above, Humano is a “temporary services employer” as that term is defined in Labor Code § 201.3, but it fails to pay employees on a weekly basis as required under Labor Code § 201.3(b). Humano therefore is liable for civil penalties pursuant to Labor Code § 210.

Wage Statement Violations

Humano has knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Emmens and other aggrieved employees with complete and accurate wage statements with respect to, among other things, their total hours worked, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq.* Humano’s failure in furnishing Mr. Emmens and other aggrieved employees with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all earned wages and deprived them of the information necessary to identify the discrepancies in Humano’s reported data.

Failure to Pay Final Wages to Former Employees

As a result of the above alleged violations, Humano has failed to timely pay Mr. Emmens and other aggrieved former employees all final wages due at the time of separation of employment, including but not limited to all earned overtime wages and meal and rest period premiums wages, as required under Labor Code §§ 201-202.

Humano’s failure to pay all final wages due to Mr. Emmens and other aggrieved former employees was willful and, consequently, entitles them to waiting time penalties equal to one day of wages at their regular hourly rate of pay for each day that Humano failed to pay final wages after separation of employment, accruing up to a maximum of thirty days. *See* Labor Code § 203.

As noted above, Mr. Emmens is informed and believes that the violations described above continue to the present. As an “aggrieved employee,” Mr. Emmens will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Emmens’s own investigation, and on information and belief, Humano has committed and continues to commit the following Labor Code violations:

- a. Humano has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Emmens and other aggrieved employees all overtime and/or double-time compensation earned;
- b. Humano has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Emmens and other aggrieved employees;

- c. Humano has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Emmens and other aggrieved employees;
- d. Humano has violated Labor Code § 201.3 by failing to pay Mr. Emmens and other aggrieved employees on a weekly basis;
- e. Humano has violated Labor Code § 226 by failing to furnish Mr. Emmens and other aggrieved employees with accurate and complete itemized wage statements;
- f. Humano has violated Labor Code §§ 201-203 by failing to pay Mr. Emmens and other aggrieved former employees all wages due at the end of their employment;
- g. Humano has violated Labor Code § 204 by failing to pay Mr. Emmens and other aggrieved employees all earned wages at least twice during each calendar month; and
- h. Humano has violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Emmens and other aggrieved employees.

Pursuant to Labor Code Section 2699.3, please notify us and Humano if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Humano LLC, c/o Corporation Service Company, Agent for Service of Process (via certified mail)

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alma Hernandez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, December 21, 2021 4:14:40 PM

12/21/2021

LWDA Case No. LWDA-CM-858697-21
Law Firm : Haines Law Group, APC
Plaintiff Name : Michael Emmens
Employer: Humano LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Nestor Castillo

From: ConnectSuite e-Certify <noreply@connect-suite.com>
Sent: Monday, January 10, 2022 5:58 PM
To: Nestor Castillo
Subject: USPS Shipment Info for 9214 8901 9403 8363 2948 58
Attachments: Acceptance Scan Report.pdf



Tracking Number: 9214 8901 9403 8363 2948 58

Hello Haines Law Group,

Thank you for using ConnectSuite. Below is your requested email notification.

HUMANO LLC
C/O: C T CORPORATION SYSTEM
STE 700
330 N BRAND BLVD
GLENDALE CA 91203-2336

Shipment Activity	Location	Date & Time
SHIPMENT RECEIVED ACCEPTANCE PENDING	EL SEGUNDO,CA 90245	1/10/2022 8:22:00 PM

If you have any questions, please email us.SoftwareSupport@quadient.com or call Neopost customer service at 888-267-9381
Monday - Friday 8:00 a.m. - 5:00 p.m. eastern time.

Sincerely,

ConnectSuite Support Team

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 01/11/2022

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8363 2948 58

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 01/10/2022

ORIGINAL INTENDED RECIPIENT:

HUMANO LLC

C/O: C T CORPORATION SYSTEM

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330 N BRAND BLVD

GLENDALE CA 91203-2336



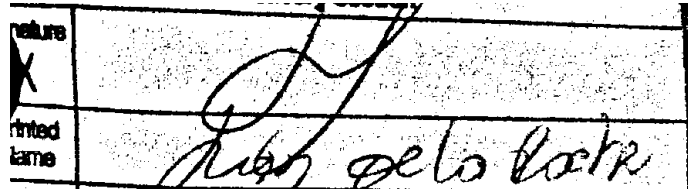
Mailer: Haines Law Group

Date Produced: 01/17/2022

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8363 2948 58. Our records indicate that this item was delivered on 01/13/2022 at 07:12 a.m. in GLENDALE, CA 91209. The scanned image of the recipient information is provided below.

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