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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

ST. JUDE MEDICAL CENTER, a
California Corporation; ST. JUDE
HOSPITAL, a California Corporation; and
DOES 1 through 50, inclusive,
Defendants.

MARK MORANVILLE, as an individual
on behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

vs.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California
Corporation; and DOES 1-100, inclusive,
Defendants.

CASE No. **30-2022-01244478-CU-OE-CXC**

[Consolidated with Case No.
30-2022-01246853-CU-OE-CXC]

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

Hearing Date: September 13, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated April 5, 2024]

Judge: Hon. William D. Claster

Dept.: CX101

Action Filed: February 8, 2022

Trial Date: Not set

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

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

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

26
27 3. Summary of the Proposed Settlement.

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

1 (the "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant St. Jude
2 Hospital dba St. Jude Medical Center ("Defendant") reached a full and final settlement of the
3 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. Under
4 the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the
5 Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class
6 Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative
7 Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

8 (b) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement
9 at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at
10 ¶ 3.1.)

11 (c) Within fourteen (14) days of the Effective Date, Defendant shall deposit the Gross Settlement
12 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
13 Participating Class Members along with the other Court-approved distributions shall be made by the
14 Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Agreement
15 at ¶ 5.1.)

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

26 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
27 the Court by mailing the notice packets after updating class members' addresses using the National Change
28 of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any

1 forwarding address provided or updated address located. Declaration of Nicole Bench ("Bench Decl.")
2 ¶¶ 4-6. Class Members were provided with the opportunity to exclude themselves or "opt out" if they did
3 not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Bench Decl. ¶ 8, Exh. A.
4 Significantly, there have been no objections and twenty-four (24) requests for exclusion from the
5 Settlement. Bench Decl. ¶¶12-13. As such, nearly the entire Class (99.48%) will participate in the
6 Settlement and will be sent a settlement check. See Bench Decl. at ¶¶ 16-18. All Aggrieved Employees,
7 including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties
8 and will remain subject to the release of the Released PAGA Claims regardless of their request for
9 exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Notice advised the Class Members of their right
10 to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

16 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
17 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
18 administration in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(c).) As set forth in the Bench
19 Decl. at ¶ 21, the Administration Expenses Payment, including fees and costs incurred to-date, as well as
20 anticipated fees and costs for completion of the settlement administration, are \$34,658.89.

21 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
22 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
23 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
24 Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).) Subject to
25 Court approval, the Agreement provides for a payment of no more than \$30,000 each to the Plaintiffs as
26 the Class Representative Service Payments In support of this separate motion for attorneys' fees,
27 reimbursement of expenses and service awards, Class Counsel is providing evidentiary support, for these
28 requests, including lodestar.

(i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$80,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued at \$4,000,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain in light of the defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated April 5, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On May 9, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Declaration of Nicole Bench ["Bench Decl."], ¶ 8, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and twenty-four (24) requests for exclusion from the Settlement. Bench Decl. ¶¶ 12-13. As such, nearly the entire Class (99.48%) will participate in the

Settlement and will be sent a settlement check. See Bench Decl. at ¶¶ 16-18.

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

6. Procedural History of the Litigation

(a) On December 10, 2021 and February 3, 2022, Plaintiff Phan filed with the LWDA and served on Defendant notices under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On February 8, 2022, Plaintiff Phan filed a class action Complaint against Defendant in the Superior Court of the State of California, County of Orange. This class action Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; and (7) failure to to reimburse employees for required expenses in violation of California Labor Code § 2802.

(b) On April 1, 2022, Plaintiff Moranville filed with the LWDA and served on Defendant notices under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. On February 22, 2022, Plaintiff Phan filed a class action Complaint against Defendant in the Superior Court of the State of California, County of Orange. This class action Complaint asserted claims against Defendant for: (1) unfair

1 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages
2 in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
3 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in
4 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
5 of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation
6 of California Labor Code § 226; and (7) failure to to reimburse employees for required expenses in
7 violation of California Labor Code § 2802.

8 (c) On or around June 22, 2022, the Parties filed a stipulation to consolidate the Phan Action and
9 the Moranville Action, and on or around July 12, 2022, Plaintiffs filed the First Amended Consolidated
10 Complaint, which also added a cause of action for Violation of the Private Attorney General Act, Cal.
11 Labor Code §§ 2698, et seq. ("PAGA") in the Action. The First Amended Consolidated Complaint is the
12 operative complaint in the Action (the "Operative Complaint").

13 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
14 formal discovery, and the production of documents, class data, and other information, allowing for the full
15 and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation
16 obtained by Plaintiff included: (1) data concerning the class; (2) payroll data and time punch data for the
17 class covering 382,571 shifts; (3) Defendant's wage and hour policies; (4) the employment files for the
18 Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
19 the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations
20 of the claims for the Class.

21 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
22 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
23 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have
24 engaged in significant research and investigation in connection with the Action. Class Counsel has
25 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
26 to perform an analysis of the data and valuation of the claims.

27 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
28 to mediation, the Parties engaged in the above investigation and the exchange of documents and

1 information in connection with the Action. On April 27, 2023, the Parties participated in an all-day
2 mediation presided over by Jeff Krivis, a respected and experienced mediator of wage and hour class
3 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
4 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
5 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
6 At all times, the negotiations were arm's length and contentious.

7 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
8 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
9 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
10 among other things, that it has complied at all times with the California Labor Code, applicable Wage
11 Order, and all other laws and regulations. Further, Defendant contends that class certification is
12 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
13 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
14 certification on the basis that the claims meet the requisites for class certification. Without admitting that
15 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
16 purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement purposes is not
17 an admission that class certification is proper. Further, the Agreement is not admissible in this or any other
18 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling
19 the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect
20 to the Class are satisfied.

21 (h) Class Counsel has conducted a investigation into the facts of the class action. Formal and
22 informal discovery was performed, which included the production of hundreds of pages of documents.
23 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the
24 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
25 sufficient information to make an informed judgment regarding the likelihood of success on the merits and
26 the results that could be obtained through further litigation. In addition, Class Counsel previously
27 negotiated settlements with other employers in actions involving nearly identical issues and analogous
28 defenses. Based on the foregoing data and their own independent investigation, evaluation and experience,

1 Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
2 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
3 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
4 appellate issues.

5 7. History of Settlement Discussions

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

12 (b) The Parties attended an arms-length mediation session with Jeff Krivis, a respected and
13 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
14 for the mediation, Defendant provided Class Counsel with payroll and employment data and other
15 information regarding the Class Members, various internal documents, and other compensation and
16 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
17 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
18 mediation, the Parties agreed to this Settlement.

19 (c) From May 2023 to August 2023, the settlement agreement and exhibits thereto were
20 negotiated, finalized and executed. On January 5, 2024, the Court issued a Minute Order requesting
21 additional information and revisions to the settlement agreement. On March 1, 2024, the Court issued
22 another Minute Order requesting additional information. On April 5, 2024, the Court granted the Motion
23 for Preliminary Approval, and entered the Order granting preliminary approved of the settlement as fair
24 and reasonable to the Class.

25 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
26 my judgment as experienced Class Counsel, this Settlement should be finally approved.
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8. The outcome of this case would have been uncertain and fraught with risks.

(a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded. Defendants argued that any rounding was facially neutral and therefore lawful. *See's Candy Shops, Inc. v. Sup. Ct.*, 210 Cal.App.4th 889, 901 (2012) (holding rounding policies are only lawful if they are consistently applied and, on average, favor neither overpayment nor underpayment of wages). Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant could argue that its payment of significant meal period premiums is evidence of lawful practices. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

(b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion. As demonstrated by the decision in *Duran*, the complexities and duration

1 of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and
2 appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required
3 many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in
4 total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed
5 recovery today outweigh an uncertain result three or more years in the future. Plaintiffs and Class
6 Counsel recognize the expense and length of a trial against Defendant through possible appeals which
7 could take at least another two or three years. Class Counsel also have taken into account the uncertain
8 outcome, the risk of litigation, especially in complex actions such as this one. Class Counsel are also
9 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted
10 in the Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
11 mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate
12 victory. The Settlement confers substantial benefits upon the Class. Based upon their evaluation,
13 Plaintiffs and Class Counsel have determined that the Settlement set forth in the Agreement is in the best
14 interest of the Class.

15 (d) The calculations to compensate for the amount due for the Class at the time of the mediation
16 were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue
17 in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages for
18 the employees. The maximum potential damages were calculated to be \$110,617 for the alleged unpaid
19 wages due to alleged rounding of work time, \$33,335,557 for alleged meal period damages based upon
20 a 58% potential violation rate for shifts worked and after deducting the meals that could validly be waived
21 and deducting the meal period premiums paid by Defendant, \$6,087,509 for alleged rest period damages
22 based upon one violation per month, \$750,175 for alleged unreimbursed business expenses for personal
23 cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant
24 was subject to a maximum damage claim in the amount of \$40,283,858. As to potential penalties,
25 Plaintiffs calculated that potential waiting time penalties were a maximum of \$16,848,452 and potential
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1 maximum wage statement penalties were \$ 11,712,000.¹ Consequently, the Gross Settlement Amount of
2 \$4,000,000 represents 10% of the maximum value of the alleged damages at issue in this case at the time
3 this Settlement was negotiated.² Importantly, the recent decision that good faith belief of compliance by
4 the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
5 negate the claims for waiting time and wage statement penalties, even if wages were owed to the class.
6 The above maximum calculations should then be adjusted in consideration for both the risk of class
7 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
8 settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant,
9 this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been met.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
11 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
12 defenses both to liability and to class certification. The maximum and average Participating Class Member
13 are \$1,090.00 and \$535.18, respectively. See Bench Decl. ¶18. Given the complexities of this case, the
14

15 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
16 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
17 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
18 meal or rest periods or other wages were owed given Defendants' position that Plaintiffs and Class
19 Members were properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due.").

20 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California, the
21 PAGA claim is not included in the value of the class claims. The PAGA claim was addressed in the
Declaration of Nordrehaug at ¶33 filed in support of the Motion for Preliminary Approval.

22 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
(N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
25 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
26 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
27 settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
2 adequate, and should be finally approved.

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

8
9 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

12 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
13 fund settlement to be paid by Defendant to the Class in the amount of Four Million Dollars (\$4,000,000).
14 (Agreement at ¶¶ 1.25 and 3.1.) As part of the settlement, the parties agreed to an award of attorneys' fees
15 equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement
16 at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the Class Counsel Fees
17 Payment in an amount equal to one-third of the Total Settlement Amount.

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

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

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

3 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
4 of the Gross Settlement Amount of \$4,000,000, which equals \$1,333,333 for attorneys' fees. As part
5 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
6 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally,
7 Defendant also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount
8 of \$30,000 each, as their service award under the Agreement.

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

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

25 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
26 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
27 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
28 successful prosecution of the action, were present here. Attorneys' fees in this case were not only

1 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
2 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
3 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the multiplier
4 approved in other cases.

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

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

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

19 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
20 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
21 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
22 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
23 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
24 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
25 Counsel advanced more than \$26,000 in costs which could not have been recovered if this case had been
26 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs also
27 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
28 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the

1 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs also support the
2 requested awards.

3 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on the
4 reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
5 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$666,666 is
6 also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
7 **records for Class Counsel evidence that through August 21, 2024, Class Counsel’s total combined**
8 **lodestar is \$588,245.75**, with significant additional fees still to be incurred to complete final approval and
9 the settlement process. The requested fee award is therefore currently equivalent to Class Counsel’s total
10 lodestar with a reasonable multiplier of less than 2.3, and there will be additional lodestar incurred by Class
11 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a
12 multiplier is within the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As
13 evidenced by the billing, Class Counsel’s work was efficiently performed and highly successful, and Class
14 Counsel should not be punished for efficient and successful litigation. As a result, this Court may conclude
15 that the requested award is fair and reasonable and is justified under California law.⁵

16 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
17

18 ⁴ See *Laffitte v. Robert Half Int’l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
19 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
20 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th
21 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
22 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) (“multipliers can range from
23 2 to 4 or even higher.”); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
(affirming multiplier of 2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
(2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. FedEx*
Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

24 ⁵ Class Counsel’s hourly rates used in the lodestar are also reasonable. Class Counsel’s hourly rates
25 have been approved by Court’s throughout California, including the Courts in the Superior Court of
26 California. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing
27 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
28 National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown’s \$775 average billing rate for
partners” and “Mayer Brown’s \$543 average associate billing rate” are reasonable rates when compared
within 21 other firms practicing in the Southern District of California.).

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

7 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
8 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
9 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
10 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
11 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
12 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
13 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
14 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
15 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
16 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
17 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
18 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
19 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
20 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
21 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
22 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
23 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
24 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
25 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
26 Angeles Sueprior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
27 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
28 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-

1 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
2 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
4 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
5 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
7 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
8 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
9 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
10 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
12 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
13 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
14 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
15 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
16 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
17 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
18 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
19 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
20 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
21 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
22 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
23 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award
24 in a wage and hour class settlement.

25 12. **The contemporaneous billing records for my firm evidence that through August 21,**
26 **2024, Class Counsel's total combined lodestar is \$588,245.75**, with significant additional fees still to
27 be incurred to complete final approval and the settlement process. From November 2021 to August 21,
28 2024, my firm worked on this matter for over 395 hours, with hourly rates for attorneys ranging from

1 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$314,830.75. Combined
2 with the lodestar from the Crosner firm, the requested fee award is currently equivalent to Class Counsel's
3 total lodestar with a reasonable multiplier of less than 2.3, and there will be additional lodestar incurred
4 by Class Counsel to complete the settlement process and manage the settlement distribution and reports.
5 A detailed breakdown of the total fees and the services performed by my firm on this case is attached
6 hereto as Exhibits #3 and 4.⁶ In addition, Class Counsel will be performing significant additional work that
7 is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing
8 on final approval, and monitoring completion of the settlement process. I expect this additional work will
9 result in \$22,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
10 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
11 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
12 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true
13 and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have
14 been approved by Court's throughout California, including the Courts in the Superior Court of California.
15 In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
16 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central
17 District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed
18 by comparing such rates with the rates of comparable counsel practicing complex and class litigation as
19 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
20 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
21 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
22 when compared within 21 other firms practicing in the Southern District of California.) This survey is
23 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
24 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
25 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,

27
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for inception
to June 2022, and Exhibit #4 contains the billing from June 2022 to August 21, 2024.

1 who is opposing counsel in many cases prosecuted by Class Counsel, in years past charged rates as high
2 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
3 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
4 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
5 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
6 supported by the currently lodestar incurred with a reasonable multiplier which will be less than 2.2 by the
7 completion of the settlement. This is comparable to the multipliers approved in other cases. The
8 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

9
10 Litigation Expenses

11 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
12 Counsel Litigation Expenses Payment of not more than \$20,000." Class Counsel requests reimbursement
13 for incurred litigation expenses and costs in the amount of \$20,000. The litigation expenses incurred by
14 my firm total \$19,147.43 and include the expenses incurred for filing fees, mediation expenses, expert
15 expenses (Berger Consulting), and attorney service charges (Knox, OneLegal), research charges
16 (LexisNexis), and appearance fees, all of which are costs normally billed to and paid by the client.⁷ The
17 details of the litigation expenses incurred by my firm are set forth in Exhibits #3 and 4.⁸ These costs were
18 reasonably incurred in the prosecution of the Action.

19
20 Service Award

21 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
22 service award of \$30,000 each in accordance with the Agreement for their time, risk and effort expended

23
24 ⁷ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying,
26 long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits,
27 documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012
28 WL 3151077, at *12 (C.D. Cal. 2012).

⁸ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to August 21, 2024.

1 on behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) The declarations of Plaintiffs
2 in support of this request are attached hereto as Exhibits #6 and 7. Notably, as detailed in the Declaration
3 of Pham at paragraph 15: "St. Jude offered to pay me approximately \$31,000 for unpaid wages and meal
4 break penalties for the past two years", which Plaintiff Pham declined in order to pursue the class claims.
5 As such, the increased service award ensures that a class representative is not penalized for acting on
6 behalf of the interests of the Class. As the representatives of the Class, Plaintiffs performed their duties
7 to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during
8 the course of the litigation, responding to numerous requests, searching for documents, working with
9 counsel, and reviewing the settlement documentation. As set forth in the Agreement, the Plaintiffs are also
10 providing a comprehensive release as part of the Settlement, far beyond the class release. The declaration
11 of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action. The Plaintiffs
12 also assumed the serious risk that they might possibly be liable for costs and fees to Defendant, as well as
13 the reputational risk of being "blacklisted" by other future employers for having filed a class action on
14 behalf of fellow former employees. Without the Plaintiffs' participation, cooperation and information, no
15 other employees would be receiving any benefit. The payment of service awards to successful class
16 representatives is appropriate. The requested awards are also reasonable by reference to the amounts that
17 other California courts have found to be reasonable in wage and hour class action settlements: *Andrews*
18 *v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the
19 requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S.
20 Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v.*
21 *Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of
22 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
23 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Holman v.*
24 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where
25 class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
26 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
27 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
28 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No.

1 BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar*
2 *v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding
3 \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los
4 Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail*
5 *& Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
6 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
7 County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue*
8 *v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court
9 (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
10 Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v.*
11 *Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
12 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
13 BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award);
14 *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior
15 Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No.
16 BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
17 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
18 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
19 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
20 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
21 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
22 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
23 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
24 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
25 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
26 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
27 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
28 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding

1 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
2 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
3 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
4 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
5 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
6 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
7 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
8 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
9 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
10 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
11 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
12 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
13 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
14 (awarding \$10,000 service award).

15 15. The requested service awards are also reasonable in light of the reputational risk that
16 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
17 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
18 searchable on the internet and may become known to prospective employers when evaluating" them for
19 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
20 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a
21 suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists
22 that allows employers to run extensive background searches on potential employees. Companies who
23 provide these services specifically highlight the fact that their services allows employers to weed out
24 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
25 a prospective employee is likely to sue" the employer, through background checks and other means, to
26 screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become
27

28 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
2 culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰
3 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
4 extremely competitive and highly litigious, conducting pre employment background checks has become
5 a necessity."¹¹

6 16. As a result, Class Counsel respectfully requests approval of the application for award of
7 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
8 expenses in the amount of \$20,000, and approval of the requested service awards to the Plaintiffs.

9 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
10 The payment of the Class Counsel Fees Payment shall be made as follows: 37.5% to Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP, 50% to Crosner Legal, PC and 12.5% to The Tran Firm, who is
12 receiving a referral fee from the Blumenthal firm.

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 21st day of August, 2024, at San Diego, California.

16
17 /s/ Norman Blumenthal
18 NORMAN B. BLUMENTHAL
19
20
21
22
23
24
25

26
27 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

28 ¹¹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

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FIRM RESUME

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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

Admitted: 1999, California

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

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Thanh Phan and Mark Moranville (“Plaintiffs”) and defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Phan, et al. v. St. Jude Medical Center, et al.*, Case No. 30-2022-01244478-CU-OE-CXC, initiated on February 8, 2022 and pending in Superior Court of the State of California, County of Orange, consolidated with *Moranville v. St. Jude Hospital, et al.*, Case No. 30-2022-01246853-CU-OE-CXC, initiated on February 22, 2022 in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP; Michael R. Crosner, Zachary M. Crosner, Jamie Serb, and Sepideh Ardestani of Crosner Legal, PC; and Derek Tran of The Tran Firm.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator), along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.13. “Class Period” means the period of time from February 8, 2018 through the earlier of Preliminary Approval or July 27, 2023.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Orange.
- 1.17. “Defendant” means St. Jude Hospital dba St. Jude Medical Center.

- 1.18. “Defense Counsel” means Derek R. Havel, Matthew A. Tobias, and Tyler J. Johnson of Sheppard, Mullin, Richter & Hampton LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Million Dollars (\$4,000,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 8, 2021 through the earlier of the date of Preliminary Approval or July 27, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Phan’s December 10, 2021 and February 3, 2022 letters to Defendant and the LWDA and Plaintiff Moranville’s April 1, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of eighty thousand dollars (\$80,000.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$20,000) and the 75% to LWDA (\$60,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Thanh Phan and Mark Moranville, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the

Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation, doubletime compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices predicated on violations of law alleged in the Operative Complaint; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice which occurred during the PAGA Period, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1,

1198, 2802, 2698 et seq., and 2699 et seq.). The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

- 1.40. "Released Parties" means: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On February 8, 2022, plaintiff Thanh Phan commenced an action by filing a complaint against Defendant in the Superior Court of the State of California, County of Orange ("Phan Action"). Plaintiff Thanh Phan's complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California

- Labor Code § 226; and,
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.

2.2. On February 22, 2022, plaintiff Mark Moranville commenced an action by filing a complaint against Defendant in the Superior Court of the State of California, County of Orange (“Moranville Action”). Plaintiff Mark Moranville’s complaint asserted claims for:

- (a) Recovery of Unpaid Minimum Wages and Liquidated Damages;
- (b) Recovery of Unpaid Overtime Wages;
- (c) Failure to Provide Meal Periods or Compensation in Lieu Thereof;
- (d) Failure to Provide Rest Periods or Compensation in Lieu Thereof;
- (e) Failure to Furnish Accurate Itemized Wage Statements;
- (f) Failure to Reimburse Business Expenses; and,
- (g) Unfair Competition.

2.3. On or around June 22, 2022, the Parties filed a stipulation to consolidate the Phan Action and the Moranville Action, and on or around July 12, 2022, Plaintiffs filed the First Amended Consolidated Complaint, which also added a cause of action for Violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Action (the “Operative Complaint”).

2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

2.5. On April 27, 2023, the Parties participated in an all-day mediation presided over by Jeff Krivis, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.7. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$4,000,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$30,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant reserves its right to object to any requested Class Representative Service Payment over \$10,000 for each Plaintiff. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$1,333,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of the Class Counsel Fees Payment shall be made as follows: 37.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 50% to Crosner Legal, PC and 12.5% to The Tran Firm. Payment of the Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$40,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$80,000 to be paid from the Gross Settlement Amount, with 75% (\$60,000) allocated to the LWDA PAGA Payment and 25% (\$20,000) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. The Class consists of an estimated 4,180 individuals who worked 594,959 Workweeks during the period of February 8, 2018 to April 27, 2023.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant and their compensation while employees of Defendant ("Plaintiffs' Release" or "Plaintiffs' Released Claims"). Plaintiffs' Released Claims include, but are not limited to, all claims arising from or related to the Action. Plaintiffs' Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-period premiums, including failure to pay premiums at the regular rate of compensation; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' Released Claims include all claims arising under the California Labor Code (including, but not limited to, sections 90.5, 201, 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiffs' Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs' Released Claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in

addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

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

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

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

or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each

Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

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

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

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

Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant has represented that the Class Members collectively worked a total of 594,959

Workweeks during the period of February 8, 2018 to April 27, 2023. Should the number of Workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., by more than 59,495 Workweeks, or in other words, if the Workweeks exceed 654,454) of the estimate stated herein, Defendant, at its option, can either choose to (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reached 654,454, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P.

section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Neither Plaintiffs nor Plaintiffs' counsel shall issue any press release or announcement of any kind related in any way to the settlement. Plaintiffs and Class counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this settlement confidential except for purposes of communicating with Plaintiffs only. Plaintiffs shall be informed that the settlement is confidential and shall be advised to keep the settlement confidential. From and after preliminary approval of the settlement, the Class Members (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required under the terms of the settlement;

or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the settlement. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the settlement.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug

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

Zachary M. Crosner
Jamie K. Serb
Sepideh Ardestani
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: (310) 496-5818
Fax: (310) 510-6429
E-Mail: zach@crosnerlegal.com
jamie@crosnerlegal.com
sepideh@crosnerlegal.com

Derek Tran
The Tran Firm
16152 Beach Blvd., Suite 200
Huntington Beach, CA 92647
Tel.: (213) 528-8858

To Defendant:

Derek R. Havel
Matthew A. Tobias
Tyler J. Johnson
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071
E-Mail: dhavel@sheppardmullin.com
mtobias@sheppardmullin.com
tjohnson@sheppardmullin.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the

litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that the date to bring a case to trial under CCP section 583.310 shall be extended pursuant to CCP section 583.330 for the entire period of this settlement process from the mediation on April 27, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 8, 2024

Thanh Phan

Thanh Phan (Feb 8, 2024 17:34 PST)

Plaintiff Thanh Phan

Dated: _____

Plaintiff Mark Moranville

Dated: _____

[name]

For Defendant St. Jude Hospital dba St. Jude Medical Center

Dated: 2/9/24

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Zachary M. Crosner
Crosner Legal, PC
Attorney for Plaintiffs

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Thanh Phan

Dated: 02 / 09 / 2024

Plaintiff Mark Moranville

Dated: _____

[name]
For Defendant St. Jude Hospital dba St. Jude Medical Center

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 02/09/2024

Zachary M. Crosner
Sepideh Ardestani
Crosner Legal, PC
Attorney for Plaintiffs

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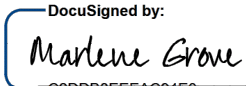
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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Thanh Phan

Dated: _____
Plaintiff Mark Moranville

Dated: 2/9/2024

 C2DD88EEEC94E0
 Marlene Grove [name]
 For Defendant St. Jude Hospital dba St. Jude Medical Center

Dated: _____
 Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiffs

Dated: _____
 Zachary M. Crosner
 Crosner Legal, PC
 Attorney for Plaintiffs

Dated: Feb 12, 2024


Derek Tran (Feb 12, 2024 11:43 CST)

Derek Tran
The Tran Firm
Attorney for Plaintiffs

Dated: _____

Derek R. Havel
Sheppard, Mullin, Richter & Hampton LLP
Attorney for Defendant

Dated: _____

Derek Tran
The Tran Firm
Attorney for Plaintiffs

Dated: _____



Derek R. Havel
Sheppard, Mullin, Richter & Hampton LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; DISPUTE FORM]

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

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

To: All individuals who were employed by Defendant St. Jude Hospital in California and classified as a non-exempt employee at any time during the period of February 8, 2018 through July 27, 2023.

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. You may write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster in Department CX104. Directions regarding Objections are provided in Section 8 below.

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

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

1. Why did I receive this Class Notice?

On February 8, 2022, plaintiff Thanh Phan filed a lawsuit against Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”) in the Superior Court of the State of California, County of Orange (“Phan Action”). On February 22, 2022, plaintiff Mark Moranville filed a similar lawsuit against Defendant in the Superior Court of the State of California, County of Orange (“Moranville Action”). The two lawsuits were consolidated and are therefore referred to collectively as the “Action”.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action settlement of the Action. The Honorable William D. Claster has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ First Amended Class Action and PAGA Settlement Agreement (“Agreement”).

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The “Class Period” is February 8, 2018 through July 27, 2023.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiffs alleged the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursements, failure to provide accurate itemized wage statements, failure to pay wages at termination, and a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

On June 27, 2022, the Court issued an Order consolidating the Phan Action Case No. 30-2022-01244478-CU-OE-CXC with the Moranville Action case no. 30-2022-01246853-CU-OE-CXC. The Order designated the class action case no. 30-2022-01244478-CU-OE-CXC as the lead case. On July 12, 2022, Plaintiffs filed the

First Amended Consolidated Complaint, which included all claims and also added a cause of action for Violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Action. This First Amended Consolidated Complaint is the “Operative Complaint”.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit or that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seek to represent in the Action.

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP, Crosner Legal, PC, and The Tran Firm as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Million Dollars (\$4,000,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$40,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$1,333,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$30,000 to each Plaintiff, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiffs undertook.

- *PAGA Penalties.* A payment of \$80,000 relating to the claim for penalties under PAGA, 75% (\$60,000) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$20,000) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
 - The “PAGA Period” is February 8, 2021 through July 27, 2023.
 - “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Penalties payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Participating Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the Class Period, including failure to pay minimum wages, straight time compensation, overtime compensation, doubletime compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; unfair business practices predicated on violations of law alleged in the Operative Complaint; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys’ fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194,

1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. This release excludes the release of claims not permitted by law. Upon entry of Judgment, Participating Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims, which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice which occurred during the PAGA Period, including claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.). The Released PAGA Claims do not include claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

"Released Parties" collectively mean: Defendant and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

5. How much will my payment be?

Defendant's records reflect that you have << ____ >> Workweeks during the Class Period (February 8, 2018 through July 27, 2023).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) thirty percent (30%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) seventy percent (70%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Class Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in

substance: “I wish to be excluded from the Class in the *Phan v. St. Jude Medical Center* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Phan v. St. Jude Medical Center*, Case No. 30-2022-01244478. The request to opt out must be completed by you. No other person may opt out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don’t agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Phan v. St. Jude Medical Center*, in the Superior Court of the State of California, County of Orange, Case No. 30-2022-01244478.

All written objections must be mailed to the Administrator at _____ no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

CLASS COUNSEL:

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Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
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La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
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Website: www.bamlawca.com

Zachary M. Crosner
Jamie K. Serb
Crosner Legal, PC
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Tel.: (310) 496-5818
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E-Mail: zach@crosnerlegal.com
jamie@crosnerlegal.com

COUNSEL FOR DEFENDANT:

Derek R. Havel
Matthew A. Tobias
Tyler J. Johnson
Sheppard, Mullin, Richter & Hampton LLP
333 South Hope Street, 43rd Floor
Los Angeles, CA 90071

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate, and the amounts to be awarded for attorneys' fees, costs and service payments. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

13. How do I get more information about the Settlement?

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Phan v. St. Jude Medical Center*. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2022-01244478.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: PHAN V. ST. JUDE MEDICAL CENTER ADMINISTRATOR, C/O ILYM GROUP, [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with
Defendant St. Jude Hospital dba St. Jude Medical Center:

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

(Sign your name here)

Date

DISPUTE FORM

***Phan v. St. Jude Medical Center, Superior Court of the
State of California, County of Orange, Case No. 30-2022-01244478-CU-OE-CXC***

<<Name>> <<Address>> <<City>>, <<State>> <<Zip Code>> XX - XX - _ _ _ _	Indicate Name/Address Changes, if any: _____ _____ _____
--	---

If you were employed by St. Jude Hospital dba St. Jude Medical Center (“Defendant”) in California classified as an hourly, non-exempt employee at any time during the period February 8, 2018 through July 27, 2023 (“Class Period”), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant’s company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant’s records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by
<<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant’s records and make a determination as to the validity of my dispute based upon Defendant’s records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**Phan v. St. Jude Medical Center Administrator
c/o ILYM Group
address**

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858) 551-1223
9 Facsimile: (858) 551-1232

7 **CROSNER LEGAL, PC**

8 Zachary M. Crosner (State Bar #272295)
9 zach@crosnerlegal.com
10 9440 Santa Monica Blvd. Suite 301
11 Beverly Hills, CA 90210
12 Tel: (310) 496-5818
13 Fax: (310) 510-6429

11 Attorney for Plaintiffs

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

13 **COUNTY OF ORANGE**

14 THANH PHAN, an individual, on behalf of
15 herself and on behalf of all persons similarly
16 situated,

16 Plaintiff,

17 v.

18 ST. JUDE MEDICAL CENTER, a California
19 Corporation; ST. JUDE HOSPITAL, a
20 California Corporation; and DOES 1 through
21 50, inclusive,

21 Defendants.

22 MARK MORANVILLE, as an individual on
23 behalf of himself and on behalf of all others
24 similarly situated,

24 Plaintiff,

25 v.

25 ST. JUDE HOSPITAL, a California
26 Corporation; ST. JUDE HERITAGE
27 MEDICAL GROUP, A MEDICAL
28 CORPORATION, a California Corporation;
and DOES 1-100, inclusive,
Defendants.

CASE NO.: **30-2022-01244478-CU-OE-CXC**
[Consolidated with Case No. 30-2022-
01246853-CU-OE-CXC]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed:

Trial Date: Not Set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable William D. Claster of the Superior Court
2 of the State of California, in and for the County Orange, on _____, for the motion by
3 Plaintiffs Thanh Phan and Mark Moranville (“Plaintiffs”) for preliminary approval of the class
4 settlement with Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”). The
5 Court, having considered the briefs, argument of counsel and all matters presented to the Court
6 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
7 Action Settlement.

8
9 **IT IS HEREBY ORDERED:**

10 1. The Court grants preliminary approval of the Settlement based upon the terms set
11 forth in the First Amended Class Action and PAGA Settlement Agreement (“Agreement”)
12 attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiff’s Motion for
13 Preliminary Approval of Class Action Settlement [ROA # ____]. This is based on the Court’s
14 determination that the Settlement set forth in the Agreement is within the range of possible final
15 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
16 California Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the
17 Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in
18 the Agreement. Capitalized terms herein shall have the definitions set forth in the Agreement.

19 2. The Gross Settlement Amount is Four Million Dollars (\$4,000,000). It appears to
20 the Court on a preliminary basis that the Gross Settlement Amount and the terms of the
21 Agreement are fair, adequate and reasonable to the Class. It further appears that investigation and
22 research have been conducted such that counsel for the Parties are able to reasonably evaluate
23 their respective positions. It further appears to the Court that settlement at this time will avoid
24 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
25 presented by the further prosecution of the Action. It further appears that the Settlement has been
26 reached as the result of serious and non-collusive, arms-length negotiations after mediation with a
27 respectable mediator, Jeffrey Krivis. The Court therefore preliminarily finds that the Settlement is
28

1 fair, adequate, and reasonable when balanced against the probable outcome of further litigation
2 and the significant risks relating to certification, liability, and damages issues. The Settlement
3 falls within the range of reasonableness and appears to be presumptively valid, subject to any
4 objections that may be raised at the Final Approval Hearing and final approval by this Court.

5 3. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
7 of Blumenthal Nordrehaug Bhowmik De Blouw LLP; Michael R. Crosner, Zachary M. Crosner,
8 Jamie Serb, and Sepideh Ardestani of Crosner Legal, PC; and Derek Tran of The Tran Firm as
9 Class Counsel for the Class.

10 4. A Final Approval Hearing on the question of whether the Settlement should be
11 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
12 valid and timely request to exclude themselves from the Settlement is scheduled for
13 _____ at _____ in Department CX104 of the Orange County Superior
14 Court. Other matters for determination at the Final Approval Hearing shall include whether the
15 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
16 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
17 Members. Both the motion for final approval and the motion for attorneys' fees, costs and service
18 awards shall be heard at the Final Approval Hearing and the papers are to be filed with the Court
19 and served on all counsel no later than sixteen (16) court days before the hearing.

20 5. Plaintiff shall serve this Order on the LWDA.

21 6. For settlement purposes only, the Court conditionally certifies the following Class:
22 "all individuals who were employed by Defendant in California and classified as a non-exempt
23 employee at any time during the Class Period." The Class Period is February 8, 2018 through July
24 27, 2023. There are approximately _____ individuals in the Class.

25 7. The Court hereby appoints ILYM Group as Administrator. No later than 15
26 calendar days after entry of this Order, Defendant shall provide to the Administrator an electronic
27 spreadsheet with the Class Data. The Administrator will perform address updates and
28

1 verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it as
2 soon as possible, and in no event later than 14 days after receiving the Class information
3 spreadsheet, the Administrator will mail the Class Notice Packet to all Class Members via first-
4 class U.S. Mail.

5 8. The Court hereby approves, as to form and content, the Court Approved Notice of
6 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached
7 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
8 the Class of all material elements of the proposed Settlement, of the Class Members’ right to be
9 excluded from the Class by submitting a written opt-out request, and of each member’s right and
10 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
11 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
12 requirements of due process, is the best notice practicable under the circumstances, and shall
13 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
14 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
15 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
16 forth in the Agreement.

17 9. The Court approves, as to the form and content, the Dispute Form and the Request
18 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
19 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

20 10. The Court hereby approves the proposed procedure for exclusion from the
21 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
22 Class as provided in the Class Notice by following the instructions for requesting exclusion from
23 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
24 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
25 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
26 extended an additional 14 days. The Court reserves the right to accept an untimely request for
27 exclusion for good cause. Any such person who chooses to opt out of and be excluded from the
28

1 Class will not be entitled to any recovery under the Settlement and will not be bound by the
2 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
3 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
4 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
5 bound by the release of the Released PAGA Claims). Class Members who have not requested
6 exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A
7 request for exclusion may only opt out that particular individual, and any attempt to effect an opt
8 out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

9 11. Any Class Member who has not opted out may object or express the Member's
10 views regarding the Settlement, may appear at the final approval hearing, and may present
11 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
12 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
13 from the date of the mailing of the Class Notices to submit their written objections to the
14 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
15 If a Class Notice Packet is re-mailed, the response date for written objections will be extended an
16 additional 14 days. The Court reserves the right to accept an untimely written objection for good
17 cause. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
18 objection.

19 12. Neither the Settlement nor any exhibit, document, or instrument delivered
20 thereunder shall be construed as a concession or admission by Defendant in any way that the
21 claims asserted have any merit or that this Action was properly brought as a class or representative
22 action, and shall not be used as evidence of, or used against Defendant as, an admission or
23 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
24 omission by Defendant or with respect to the truth of any allegation asserted by any person.
25 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
26 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
27 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
28

1 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
2 evidence of a presumption, concession, indication or admission by Defendant of any liability,
3 fault, wrongdoing, omission, concession or damage.

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

8 14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
9 further orders of the Court at the Final Approval Hearing.

10 **IT IS SO ORDERED.**

11
12 Dated: _____

13
14 _____
HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorney for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ST. JUDE MEDICAL CENTER, a California
Corporation; ST. JUDE HOSPITAL, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

MARK MORANVILLE, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California Corporation;
and DOES 1-100, inclusive,
Defendants.

CASE NO.: **30-2022-01244478-CU-OE-CXC**

*[Consolidated with Case No. 30-2022-
01246853-CU-OE-CXC]*

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

Hearing Date:

Hearing Time:

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed:

Trial Date: Not Set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiffs Thanh Phan and Mark Moranville (“Plaintiffs”) for an order
2 finally approving the First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant St. Jude Hospital dba St. Jude Medical Center (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on _____ before the Honorable William D. Claster.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Million Dollars
16 (\$4,000,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
21 experienced mediator in the settlement process, among other factors, support the Court’s
22 conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

24 5. On _____, the Court granted preliminary approval of the Settlement and
25 approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

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

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

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Jeffrey Krivis, a respected and experienced mediator of
25 wage and hour class actions. There has been no collusion between the parties in reaching the
26 proposed settlement.

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

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

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

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

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

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

16 **Attorneys' Fees and Costs**

17 11. An award of \$1,333,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
19 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and litigation expense billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$30,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$ _____ to the Plaintiffs is reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort
27 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
28

1 release. In making this award, the Court has considered only the factors set forth in *Golba v.*
2 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
3 *LLC* (2009) 175 Cal.App.4th 785.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
7 costs to Class Counsel, transmit the Class Representative Service Payments to the Plaintiffs,
8 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
9 perform the other remaining duties set forth in the Agreement. The Administrator has documented
10 \$_____ in fees and expenses, and this amount is reasonable in light of the work
11 performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties in the amount of \$80,000 to be paid
14 out of the Gross Settlement Amount, which shall be allocated 75% (\$60,000) to the LWDA PAGA
15 Payment and 25% (\$20,000) to the Individual PAGA Payments to be distributed by (a) dividing
16 the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,000) by the total
17 number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
18 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
19 "Aggrieved Employees" are all individuals who were employed by Defendant in California and
20 classified as a non-exempt employee at any time during the PAGA Period. The "PAGA Period" is
21 February 8, 2021 through July 27, 2023. The LWDA was notified of the settlement and served
22 with a copy of the Agreement, and the LWDA has not objected to the Settlement. The Court finds
23 this PAGA Penalties amount to be reasonable.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
28

1 15. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period.

5 The Class Period is February 8, 2018 through July 27, 2023.

6 16. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify any
8 requests for exclusion].

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
11 Members as set forth in the Agreement is approved.

12 18. Class Counsel are awarded attorneys' fees in the amount of \$1,333,333 and costs in
13 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiffs or members of the Class.

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

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

19 21. The PAGA Penalties in the amount of \$80,000 is approved and shall be distributed
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
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1 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
2 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
3 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
4 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
5 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
6 theory of claim or issue preclusion or similar defense as to the claims being released by the
7 Settlement.

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

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

20
21 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

24 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
25 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
26 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
27 arising from or in connection with the distribution of settlement benefits.

1 27. The Parties are authorized, subject to Court approval, to agree to and to adopt such
2 amendments, modifications and expansions of the Agreement and all exhibits attached thereto
3 which are consistent with this Final Approval Order and Judgment and do not limit the rights of
4 the Parties or Class Members under the Agreement.

5 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
6 provided in the Agreement and in this Final Approval Order and Judgment.

7 29. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes, all Participating Class Members, on behalf of
9 themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, release Released Parties from the Released Class Claims.
11 The "Released Class Claims" are all claims that were alleged, or reasonably could have been
12 alleged, based on the facts stated in the Operative Complaint during the Class Period, including
13 failure to pay minimum wages, straight time compensation, overtime compensation, doubletime
14 compensation, and interest thereon; failure to timely pay regular and final wages; the calculation
15 of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g.,
16 missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal
17 periods; failure to authorize and permit rest periods; the calculation and payment of meal period
18 and rest period premiums; payment for all hours worked, including off-the-clock work and
19 uncompensated work time; wage statements and paystubs, including wage statements and
20 paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay
21 wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to
22 reimburse for all necessary business expenses; unfair business practices predicated on violations of
23 law alleged in the Operative Complaint; recordkeeping penalties, wage statement penalties,
24 minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties;
25 interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California
26 Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 224, 226,
27 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197,

1 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and
2 California Business and Professions Code section 17200, et seq. This release excludes the release
3 of claims not permitted by law. Upon entry of Judgment, Participating Class Members are
4 precluded from filing a wage and hour action under the Fair Labor Standards Act against the
5 Released Parties for claims and/or causes of action encompassed by the Released Class Claims,
6 which are extinguished and precluded pursuant to *Rangel v. PLS Check Cashers of California,*
7 *Inc.*, 899 F.3d 1106 (2018). Except as expressly set forth in this Agreement, Participating Class
8 Members do not release any other claims, including claims for vested benefits, wrongful
9 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, workers' compensation, or claims based on facts occurring outside the
11 Class Period.

12 30. Effective on the date when Defendant fully funds the entire Gross Settlement
13 Amount and funds all employer payroll taxes, all Aggrieved Employees and the LWDA are
14 deemed to release, on behalf of themselves and their respective former and present representatives,
15 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the
16 Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that
17 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
18 Complaint and the PAGA Notice which occurred during the PAGA Period, including claims for
19 unpaid wages, including failure to pay minimum wages, straight time compensation, overtime
20 compensation, double-time compensation, and interest; the calculation of the regular rate of pay;
21 non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure
22 to provide meal periods; failure to authorize and permit rest periods; the calculation and payment
23 of meal period and rest period premiums; failure to reimburse for all necessary business expenses;
24 payment for all hours worked, including off-the-clock work and rounded time; wage statements;
25 failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to
26 timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include
27 claims for violation of the Wage Orders of the California Industrial Welfare Commission and the
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1 following California Labor Code sections: 201, 202, 203, 204, 206, 210, 226, 226.7, 510, 512,
2 558, 1194, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.). The Released PAGA Claims
3 do not include claims for wrongful termination, discrimination, unemployment insurance,
4 disability and worker's compensation, and claims outside of the PAGA Period. The release of the
5 Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
6 Aggrieved Employee submitted a request for an exclusion from the Class.

7 31. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes, Plaintiffs and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
10 and discharge Released Parties from any and all claims, known and unknown, under federal, state
11 and/or local law, statute, ordinance, regulation, common law, or other source of law, including but
12 not limited to claims arising from or related to their employment with Defendant and their
13 compensation while employees of Defendant ("Plaintiffs' Release" or "Plaintiffs' Released
14 Claims"), as fully set forth in the Agreement.

15 32. The "Released Parties" collectively mean: Defendant and each of its past, present
16 and future agents, employees, servants, officers, directors, partners, trustees, representatives,
17 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, divisions, assigns,
18 predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers,
19 co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual
20 employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past,
21 present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries,
22 parents, subsidiaries, and assigns.

23 33. If a settlement check remains uncashed by the expiration date, the funds from such
24 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
25 name of the Participating Class Member and/or Aggrieved Employee.

26 34. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or
27 before _____ setting forth the actual amounts paid to class members and other
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1 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
2 whether further reports and/or a hearing will be necessary.

3 35. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
4 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
5 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
6 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
7 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
8 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

9
10 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

11
12 Dated: _____

13 _____
14 HON. WILLIAM D. CLASTER
15 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #3

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

AUGUST 21, 2024

THANH PHAN

RE: ST JUDE MEDICAL CENTER
FILE NUMBER: CA2562.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/10/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. REVIEW AND ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF.	3.90	850	3,315.00
11/19/21	ND	REVIEW AND ANALYZE HR UPDATE FROM PLAINTIFF REGARDING KRONOS ISSUE AND BACK PAY OF MEAL BREAK PREMIUMS. LEGAL RESEARCH. REVIEW DOCUMENT FILE.	1.50	850	1,275.00
11/22/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAYSTUBS FOR REGULAR RATE VIOLATIONS AND 226(A) CLAIMS. LEGAL RESEARCH REGARDING THE SAME AND ANALYZE RECENT COURT OPINIONS. OBTAIN FACTS FOR COMPLAINT FROM PLAINTIFF.	4.50	850	3,825.00
11/28/21	ND	DRAFT ORIGINAL COMPLAINT. ANALYZE FACTS AND LAW.	4.60	850	3,910.00
12/04/21	ND	REVIEW DEFENDANT'S EMPLOYMENT HANDBOOKS. DRAFT COMPLAINT.	4.00	850	3,400.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/06/21	ND	REVIEW AND REVISE COMPLAINT. SEND COMPLAINT TO PLAINTIFF FOR APPROVAL VIA EMAIL.	2.20	850	1,870.00
12/07/21	ND	REVIEW CLAIMS AND POTENTIAL DAMAGES. DRAFT INTERNAL CASE NOTES MEMO DETAILING VIOLATIONS.	2.00	850	1,700.00
12/10/21	ND	REVIEW PAY STUBS AND PAGA CLAIMS. DRAFT PAGA NOTICE. UPLOAD TO LWDA. UPDATE TO CO-COUNSEL.	2.00	850	1,700.00
12/11/21 01	KN	ANALYSIS OF CASE - REVIEW FACTS AND CLAIMS; REVIEW INFORMATION FROM ND; REVIEW DOCUMENTS AND LAW FROM ND	2.00	950	1,900.00
01/04/22	ND	REVIEW AND ANALYZE EMAILS FROM ST. JUDE LAWYERS. PREPARE FOR CALL REGARDING CASE AND PAGA NOTICE. REVIEW CASE FILE. ATTEND CONFERENCE CALL WITH OPC.	1.00	850	850.00
01/05/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
01/10/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
01/10/22 15	KN	REVIEW DRAFT COMPLAINT; REVIEW LAW REGARDING HOSPITAL WORKERS AND APPLICABILITY OF EXEMPTION; REVIEW DAMAGE VALUATION; ADVISE ND	1.75	950	1,662.50
01/14/22	ND	REVIEW TEXTS AND EMAILS FROM PLAINTIFF IN CASE FILE IN PREPARATION FOR CONFERENCE. ATTEND CONFERENCE WITH PLAINTIFF.	1.00	850	850.00
02/03/22	ND	RESEARCH VARIOUS BUSINESS ENTITIES AND 1505 FORMS IN SECRETARY OF STATE DATABASES. DRAFT AMENDED PAGA NOTICE	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ADDING DEFENDANT. REVISE COMPLIANT. UPLOAD TO LWDA.			
02/04/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
02/04/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	3.00	675	2,025.00
02/06/22 15	KN	REVIEW DOCUMENTS AND FINAL COMPLAINT DRAFT; ADVISE RE	1.00	950	950.00
02/07/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING; FORWARD DRAFT TO ND	2.75	675	1,856.25
02/08/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	675	337.50
02/08/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; E-FILE IN ORANGE COUNTY SUP. CT.	0.90	675	607.50
02/08/22	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC	0.60	675	405.00
02/09/22 15	KN	REVIEW FILED DOCUMENTS AND COURT NOTIES; REVIEW MEMO FROM RE	0.50	950	475.00
02/26/22	ND	REVIEW MEAL AND REST BREAK CLAIMS. LEGAL RESEARCH REGARDING FERRA AND DONOHUE DECISIONS. REVIEW CLASS CERT ORDERS FOR MEAL BREAK CLAIMS. ANALYZE PAYSTUBS FOR PREMIUMS PAID.	2.90	850	2,465.00
03/29/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; IDENTIFY REGISTERED AGENTS; SEND OUT FOR SERVICE VIA KNOX	0.80	675	540.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/05/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE DEF. ST. JUDE HOSPITAL; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
04/05/22	RE	REVIEW FILE; EMAIL TO ND RE NAMING OF ST. JUDE MEDICAL CENTER AND ST. JUDE HOSPITAL AS DEFENDANTS	0.40	675	270.00
04/05/22	RE	CONFER W ND RE SERVICE OF ST. JUDE MEDICAL CENTER; REVIEW FILE AND RESEARCH; SEND OUT FOR SERVICE VIA KNOX TO ADDRESS LISTED ON PAYSTUB	0.60	675	405.00
04/08/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE ST. JUDE MEDICAL CENTER; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.50	675	337.50
04/11/22	CJ	RESEACH CASE AND CLAIMS, RESEARCH PRIOR ORDERS, DISCOVERY STAYED	0.50	550	275.00
04/26/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.80	675	2,565.00
04/26/22	ND	REVIEW AND ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. RESEARCH RELATED LITIGATION. DISCUSS WITH R. EHMANN.	1.90	850	1,615.00
04/26/22 15	KN	REVIEW STATUS AND RESEARCH FROM STAFF; REVIEW PAGA ISSUESAND DRAFT COMPLAINT; REVIEW AND RESPOND TO EMAILS	1.00	950	950.00
04/27/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY ACTION	0.50	675	337.50
04/27/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/27/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
05/04/22	PM	REVIEW DEF. CORRESPONDENCE RE DEMURRER; ADVISE CJ RE THE SAME.	0.50	750	375.00
05/04/22	CJ	EVALUATE MEET ADN CONFER LETTER FROM OPC; STRATEGIZE WITH PM, CORRESPOND WITH OPC RE DEMURRER	0.75	550	412.50
05/06/22	CJ	PREPARE FOR AND CONDUCT T/C WITH OPC RE DEMURRER, STARTEGIZE WITH PM RE SAME, AND MEMORILAIZE	1.50	550	825.00
05/10/22	KH	DRAFT SHELL OPPOSITION TO DEFENDANTS' DEMURRER TO COMPLAINT OR, IN THE ALTERNATIVE, MOTION TO STAY WITH SUPPORTING DECLARAITON.	0.50	250	125.00
05/10/22	PM	REVIEW DEF. DEMURRER; LEGAL RESEARCH RE THE SAME; REVIEW AND ANALYZE LEGAL AND FACTUAL ALLEGATIONS.	2.50	750	1,875.00
05/11/22	PM	LEGAL RESEARCH RE DEF. DEMURRER; DRAFT OPPOSITION TO DEF. DEMURRER AND STRATEGIZE RE THE SAME.	4.00	750	3,000.00
05/11/22 15	KN	REVIEW STATUS; ANALYSIS OF ISSUES RE: DEMURRER; REVIEW STAFF RESEARCH; ADVISE STAFF	1.50	950	1,425.00
05/17/22	PM	DRAFT AND CIRCULATE JPA.	0.50	750	375.00
05/17/22	ND	REVIEW RELATED CASE FILED BY CROSNER FIRM. ANALYZE OVERLAP. REVIEW AND REVISE JPA TERMS. SEND JPA TO PLAINTIFF FOR	1.40	850	1,190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SIGNATURE. CALL TO EXPLAIN TERMS AND OBTAIN SIGNATURE.			
05/18/22 01	KN	ANALYSIS F RELATED CASE ISSUES; REVIEW MEMO FROM ND; REVIEW JPA TERMS	0.50	950	475.00
05/23/22	PM	LEGAL RESEARCH RE DEF. DEMURRER; DRAFT OPPOSITION TO DEMURRER.	3.00	750	2,250.00
05/24/22	PM	DRAFT MOTION FOR CONSOLIDATION; LEGAL RESEARCH RE DEF. DEMURRER.	4.00	750	3,000.00
05/24/22	CJ	RESEARCH CASE AND CLAIMS, EVALUATE PRIOR ORDERS FOR PURPOSES OF DRAFTING JOINT REPORT	1.00	550	550.00
05/25/22	PM	DRAFT/REVIEW/REVISE OPPOSITION TO DEF. DEMURRER; LEGAL RESEARCH RE THE SAME.	4.00	750	3,000.00
05/25/22	KH	DRAFT CASE MANAGEMENT REPORT.	0.50	250	125.00
05/25/22	CJ	CONTINUE REVIEW OF CASE POSTURE, EVALUATE CASE AND CLAIMS, CONTINUE EVALUATION OF PRIOR ORDERS	1.00	550	550.00
05/25/22	CJ	DRAFT JOINT REPORT TO COURT	1.00	550	550.00
05/25/22	CJ	EVALUATE REVISIONS TO JOINT REPORT BY DEF, ANNOTATE AND CONTINUE DRAFTING REDLINES FROM PLAINTIFF, MULTIPLE ROUNDS WITH OPC, COORESPOND WITH CO-COUNSEL RE SAME ANDDETERMINE NEXT STEPS WITH CO COUNSEL	1.50	550	825.00
05/25/22 15	KN	REVIEW DRAFT REPORT TO COURT; REVIEW ANALYSIS FROM STAFF RE: FACTS AND CLAIMS; ANALYSIS RE NEXT STEPS AND STRATEGY; ADVISE STAFF	0.75	950	712.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/26/22	PM	FINALIZE OPPOSITION TO DEMURRER; DRAFT SUPPORTING DECLARATION.	1.50	750	1,125.00
05/26/22	KH	REVIEW/PROOF MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEMURRER AND APPLICATION TO STAY; DRAFT TABLE OF CONTENTS AND TABLE OF AUTHORITIES.	2.30	250	575.00
05/26/22	CJ	REVIEW REVISIONS TO JOINT REPORT, SENT TO OPC	0.50	550	275.00
05/26/22 15	KN	REVIEW FINAL OPPOSITION BRIEF	0.50	950	475.00
05/27/22	KH	FINALIZE MEMORNADUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' DEMURRER AND APPLICATION TO STAY AND SUPPORTING DECLARATION; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.70	250	175.00
05/31/22	CJ	EVALUATE OPC REDLINES TO J-RPRT, ADVISE PM, FINALIZE AND EXECUTE FOR FILING	0.50	550	275.00
06/07/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
06/09/22	CJ	EVALUATE STATUS OF STIPULATION, PM HANDLED	0.50	550	275.00
06/10/22	KH	DRAFT INITIAL DISCOVERY IN THE PAGA ACTION: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (WITH DRAFT BELAIRE WEST NOTICE); REQUEST FOR ADMISSIONS; REQUEST FOR PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANT; PROOF	1.60	250	400.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OF SERVICE.			
06/10/22	PM	PREPARE FOR STATUS CONFERENCE AND APPEAR FOR STATUS CONFERENCE.	1.00	750	750.00
06/15/22 15	KN	REVIEW STATUS AND EMAILS FROM PRIOR WEEK	0.30	950	285.00

TOTAL BILLED HOURS

CHARLOTTE JAMES	8.75 hr @ 550.00	\$ 4,812.50
KARLA HORNE	5.60 hr @ 250.00	\$ 1,400.00
KYLE NORDREHAUG	9.80 hr @ 950.00	\$ 9,310.00
NICK DEBLOUW	34.90 hr @ 850.00	\$ 29,665.00
PIYA MUKHERJEE	21.00 hr @ 750.00	\$ 15,750.00
RICO EHMANN	16.75 hr @ 675.00	\$ 11,306.25
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES

102.00

\$ 74,583.75

COSTS ADVANCED

12/10/21	PAGA FILING FEE	75.00
02/03/22	PAGA FILING FEE	75.00
02/08/22	ONELEGAL/FILING FEE	1,492.00
03/31/22	KNOX ATTORNEY SERVICES	135.75
04/05/22	ONELEGAL/FILING FEE	15.19
04/07/22	ONELEGAL/FILING FEE	41.44
04/08/22	ONELEGAL/FILING FEE	15.19
04/09/22	ONELEGAL/FILING FEE	41.95
04/30/22	MESSENGER - KNOX	147.75
04/30/22	MESSENGER - KNOX	165.15
05/01/22	LEXIS NEXIS	<u>342.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 2,546.42</u>

TOTAL CURRENT CHARGES	<u>\$ 77,130.17</u>
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EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/21/2024
Due On: 09/20/2024

Thanh Phan
12342 Emrys Avenue
Garden Grove, CA 92840

CA2562

St. Jude Medical Center

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/15/2022	Review and analyze client documents and wage statements; prepare exhibit book.	2.00	\$750.00	\$1,500.00
Service	06/15/2022	Draft initial discovery in the Class case: Form Interrogatories-Employment Law; Special Interrogatories; Requests for Admission; Request for Production of Documents; Notice of Taking Deposition of Defendants; Proof of Service.	1.70	\$250.00	\$425.00
Service	06/16/2022	Update all initial discovery drafts with consolidated plaintiff and co-counsel information.	0.50	\$250.00	\$125.00
Service	06/17/2022	Prepare initial documents for service of process re paga only action; email to PM & CJ re prior comm. w defense counsel re acceptance of service via NAR	0.60	\$675.00	\$405.00
Service	06/17/2022	Email to defense counsel re acceptance of service via NAR	0.20	\$675.00	\$135.00
Service	06/20/2022	Review and revise draft consolidated complaint.	1.50	\$750.00	\$1,125.00
Service	06/22/2022	Review/revise Stipulation to File First Amended Consolidated Complaint with corresponding attachment; Finalize with updated proof of service; Prepare for submission to Court and E-service on all counsel.	1.10	\$250.00	\$275.00
Service	06/22/2022	Finalize stip and consolidated complaint for filing.	0.50	\$750.00	\$375.00

Service	06/22/2022	Review status; review amended complaint and emails regarding consolidation; advise staff	0.50	\$950.00	\$475.00
Service	06/23/2022	Review Court note re Stipulation requirements for Consolidation; Review Stipulation and revise accordingly.	1.00	\$250.00	\$250.00
Service	06/23/2022	Review revised stip to file consolidated complaint and send to co-counsel and defense.	0.50	\$750.00	\$375.00
Service	06/24/2022	Revise Stipulation to file First Amended Consolidated Complaint and supporting documents; Finalize and prepare for submission to Court with E-service on all parties.	1.10	\$250.00	\$275.00
Service	06/24/2022	Review final amended complaint and stipulation; review final revisions thereto	0.40	\$950.00	\$380.00
Service	07/11/2022	Review order granting stip to file consolidated complaint; review/revise/finalize consolidated complaint.	1.00	\$750.00	\$750.00
Service	07/13/2022	Finalize First Amended Consolidated Class Action Complaint; Prepare for submission to Court with updated service list; E-serve on all counsel.	0.40	\$250.00	\$100.00
Service	07/13/2022	Review status; review order; review emails and filed amd complaint	0.50	\$950.00	\$475.00
Service	07/27/2022	Review legal and factual claims; strategize re case management and discovery.	1.50	\$750.00	\$1,125.00
Service	07/27/2022	Analyze PAGA period issue, review complaint and co counsel's complaint and LWDA letters	1.00	\$550.00	\$550.00
Service	07/27/2022	Continue evaluation of case and claims and co counsel's case, consolidated complaint in preparation for revising discovery, begin revising discovery	1.00	\$550.00	\$550.00
Service	07/27/2022	Continue revision set one discovery, send to Co-counsel for review	1.00	\$550.00	\$550.00
Service	07/28/2022	Analyze co counsel's positions re discovery, revise, discuss paga period issue	1.00	\$550.00	\$550.00
Service	08/01/2022	continue corresponding with co counsel re PAGA period and implications on service of discovery requests	0.50	\$550.00	\$275.00
Service	08/02/2022	Review Def. revisions to stip to consolidate; review status of action and calendar.	0.50	\$750.00	\$375.00
Service	08/02/2022	Finalize discovery issues, and finalize set 1 requests for service	1.00	\$550.00	\$550.00
Service	08/03/2022	Finalize initial discovery in the Class case; Prepare for electronic service on all parties.	0.50	\$250.00	\$125.00

Service	08/03/2022	confer with co counsel re discovery, evaluate Culley, sent discovery for service	1.00	\$550.00	\$550.00
Service	08/05/2022	Research PAGA action posture and deadlines	0.50	\$550.00	\$275.00
Service	08/14/2022	Legal research regarding 2802 and suitable seating claims. Review and analyze facts and claims for putative class. Legal research regarding Viking River cruises, review and analyze PAGA complaint.	2.90	\$850.00	\$2,465.00
Service	08/25/2022	Review and analyze Def. discovery requests.	0.50	\$750.00	\$375.00
Service	08/30/2022	Advise PM re disco in dispute and mediation	0.25	\$550.00	\$137.50
Service	08/30/2022	Review status; review research and analysis on claims and law from staff; review discovery status and disputes; advise staff	1.00	\$950.00	\$950.00
Service	09/01/2022	Coordinate and prepare for t/c with counsel	1.00	\$550.00	\$550.00
Service	09/01/2022	Conduct t/c with counsel re mediation and discovery, evaluate status of case	1.00	\$550.00	\$550.00
Service	09/01/2022	Continue analysis of case and claims, status of deadlines, status of case	1.00	\$550.00	\$550.00
Service	09/07/2022	Determine mediators that are agreeable, advise AJB and advise co counsel	0.50	\$550.00	\$275.00
Service	09/21/2022	Analyze P's discovery response deadline, eval correspondence to continue deadlines, advise firm	0.50	\$550.00	\$275.00
Service	10/03/2022	Research status of deposition in light of mediation, confirm with OPC continued and depo notice withdrawn	0.50	\$550.00	\$275.00
Service	10/11/2022	Review and Analyze: review and analyze court's orders and docket; review consolidated complaint and status of PAGA case; advise PM and CJ	2.10	\$750.00	\$1,575.00
Service	10/14/2022	Draft: draft request for dismissal; review settlement agreement; review status of FAC; review next steps; review court's docket	2.00	\$495.00	\$990.00
Service	10/14/2022	Finalize, file, serve request for dismissal	0.50	\$250.00	\$125.00
Service	10/17/2022	Review notice of rejected filing/ROA re rejected dismissal, advise VR.	0.40	\$250.00	\$100.00
Service	10/18/2022	Research status of case and Joint Report, advise VR and co-counsel	0.50	\$550.00	\$275.00
Service	10/18/2022	Draft: draft joint status conference statement; review and revise; correspondence to Def's counsel	1.60	\$750.00	\$1,200.00
Service	10/19/2022	Review and Revise: review and revise joint status conference statement; correspondence to Def	2.80	\$750.00	\$2,100.00
Service	10/20/2022	Review and Revise: review and revise CMC statement;	0.90	\$750.00	\$675.00

		review service agreement; review court's orders; review correspondence between the parties; advise GG			
Service	10/20/2022	Finalize, file, serve CMC statement.	0.40	\$250.00	\$100.00
Service	10/20/2022	Review status; review joint statement and emails	0.30	\$950.00	\$285.00
Service	10/21/2022	Draft: draft declaration in support of request for dismissal; review rule 3.770; review court's orders; review stipulation in class case	1.90	\$495.00	\$940.50
Service	10/21/2022	File dismissal with declaration, and serve.	0.50	\$250.00	\$125.00
Service	10/21/2022	Update service list.	0.10	\$250.00	\$25.00
Service	10/24/2022	ROA review re upcoming status conference, and send email to team re continuance.	0.20	\$250.00	\$50.00
Service	11/01/2022	Review Plaintiff's documents in preparation for drafting mediation doc and data request to OPC	0.50	\$550.00	\$275.00
Service	11/01/2022	Evaluate exhibit book	0.50	\$550.00	\$275.00
Service	11/01/2022	Research status of JPA, evaluate and advise AJB	0.25	\$550.00	\$137.50
Service	11/01/2022	Review claims and case notes and compare with docs in file, draft Mediation demand	1.00	\$550.00	\$550.00
Service	03/13/2023	Receipt and Review of Correspondence: review correspondence of co-counsel and between parties; review mediation agreement and document production; advise PM	0.50	\$495.00	\$247.50
Service	04/05/2023	Review entire case file and discovery produced to date. Review data produced by Defendant for mediation purposes. Review time punches for meal break violations. Analyze defendant's wage and hour policy documents. Prepare for mediation.	5.10	\$850.00	\$4,335.00
Service	04/07/2023	Review sampling of time and pay records produced under the mediation privilege. Review corr re class size/workweeks. Perform exposure calculations. Draft mediation brief.	4.00	\$895.00	\$3,580.00
Service	04/07/2023	Review and Analyze: review and analyze document production; advise AJB and PM	0.40	\$750.00	\$300.00
Service	04/07/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	04/08/2023	Review research and analysis from ND; review document production; review summaries from VR; analysis of facts and claims; work on strategy and theories	4.00	\$950.00	\$3,800.00
Service	04/10/2023	Review pay stub exemplars for 226(a) and 204 late payment of wage claims. Legal research regarding recent court opinions and settlements of those claims.	3.10	\$850.00	\$2,635.00

Service	04/12/2023	Review facts and law. Draft mediation brief. Discuss with AJ Bhowmik.	5.70	\$850.00	\$4,845.00
Service	04/12/2023	Review mediation materials and brief; review exhibits; consider memo from ND; advise AJ; analysis for mediation	2.00	\$950.00	\$1,900.00
Service	04/18/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/18/2023	Review/analyze "1-12-2023 - PRODUCED UNDER MEDIATION PRIVILEGE [STJUDE 000001-001118] 4883-3433-8889 v.1 (1) (1)." Pull exhibits for mediation brief. Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	04/19/2023	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/20/2023	Review exposure analysis from expert. Analyze changes to be made. Prep for call w/ expert. Start drafting mediation brief.	8.00	\$895.00	\$7,160.00
Service	04/20/2023	Prepare for mediation, review and analyze mediation brief; advise AJB	2.60	\$450.00	\$1,170.00
Service	04/20/2023	Analyze case demographics. Review sick pay and vacation claims. Draft MOU for mediation. Analyze release issues.	1.60	\$850.00	\$1,360.00
Service	04/20/2023	Review expert damage report; review emails from AJ about the same; review documents and analysis from AJ; review updates to mediation briefing	2.00	\$950.00	\$1,900.00
Service	04/21/2023	Draft/circulate mediation brief.	10.00	\$895.00	\$8,950.00
Service	04/21/2023	Organize/prep documents for mediation, bates number final.	0.90	\$250.00	\$225.00
Service	04/21/2023	Review and revise mediation brief	1.00	\$950.00	\$950.00
Service	04/26/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/26/2023	Review and analyze all mediation materials including briefs and exhibits attached thereto in preparation for mediation. Analyze expert damage and penalty report and notes and assumptions.	3.10	\$850.00	\$2,635.00
Service	04/26/2023	Analysis of document and final mediation materials; analysis of issues for mediation; advise AJ	1.00	\$950.00	\$950.00
Service	04/27/2023	Prep and appear for mediation	10.00	\$895.00	\$8,950.00
Service	04/27/2023	Review docs, analyze. Advise AJ re settlement issues.	3.00	\$995.00	\$2,985.00
Service	04/27/2023	Review and analyze issues and claims brought up at mediation. Review documents in case file. Conference with Plaintiff to discuss settlement authority and claims.	1.50	\$850.00	\$1,275.00

Service	04/28/2023	Review MOU, analyze, advise ND.	2.50	\$995.00	\$2,487.50
Service	04/28/2023	Review and analyze mediation notes and MOU terms. Discussion with Plaintiff regarding settlement terms and monetary amounts. Follow up with Plaintiff for signature. Discuss with AJ Bhowmik.	1.30	\$850.00	\$1,105.00
Service	04/28/2023	Review email from AJ regarding mediation; review draft MOU and settlement terms; analysis of settlement issues; advise partners	1.75	\$950.00	\$1,662.50
Service	05/15/2023	Review MOU and strategize re settlement agreement.	1.00	\$750.00	\$750.00
Service	05/17/2023	Review and analyze MOU and case documents; review procedural history of action; draft long form settlement agreement.	4.00	\$750.00	\$3,000.00
Service	05/17/2023	Review final MOU; analysis of settlement issues for OC; review prior ruling; memo to PM as to issues to address in draft agreement.	1.50	\$950.00	\$1,425.00
Service	05/18/2023	Review and revise settlement agreement draft	2.00	\$750.00	\$1,500.00
Service	05/18/2023	Review draft agreement; advise PM	1.00	\$950.00	\$950.00
Service	05/18/2023	Review settlement agreement. Analyze re issues. Advise KN.	2.00	\$995.00	\$1,990.00
Service	05/18/2023	Emails with NBB regarding settlement issues; analyze and advise NBB	0.40	\$950.00	\$380.00
Service	05/19/2023	Review co-counsel revisions to draft agreement; advise staff	0.75	\$950.00	\$712.50
Service	05/19/2023	Review and revise draft long-form settlement agreement; correspond with defense counsel re the same.	0.50	\$750.00	\$375.00
Service	05/23/2023	Review/analyze revisions to joint report. Prep for CMC.	1.00	\$895.00	\$895.00
Service	05/23/2023	Draft: draft joint CMC statement; review MOU; advise PM	1.70	\$495.00	\$841.50
Service	05/26/2023	Review and Analyze: review court's orders and docket; review complaint; advise PM	0.50	\$750.00	\$375.00
Service	05/26/2023	Review status; review CMC issues and issues to address; review emails from staff and respond	0.60	\$950.00	\$570.00
Service	05/31/2023	Review and analyze Def. revisions to settlement agreement, advise KN re the same. Review status of action; review MOU; draft email to TPA requesting estimate.	2.00	\$750.00	\$1,500.00
Service	06/07/2023	Review Defendant revisions to agreement; review emails with counsel; analysis of outstanding issues	2.00	\$950.00	\$1,900.00
Service	06/07/2023	Analyze sufficiency of bid from admin	1.00	\$895.00	\$895.00

Service	06/07/2023	Review and Analyze: review MOU and status of settlement; review complaint and docket; review whether amendment is necessary; advise PM	1.50	\$495.00	\$742.50
Service	06/07/2023	Review co-counsel revisions to settlement agreement; review TPA settlement administration estimate.	0.50	\$750.00	\$375.00
Service	06/07/2023	Review status of settlement; review Admin bids; advise PM	0.50	\$950.00	\$475.00
Service	06/16/2023	Review and revise settlement agreement; work on settlement issues; review emails	2.30	\$950.00	\$2,185.00
Service	06/22/2023	Review Defendant's revisions; research prior OC Court requirements; review and revise Agreement and prepare further redlines; memo to PM; email to Defendant	3.30	\$950.00	\$3,135.00
Service	07/10/2023	Review status of settlement agreement and review correspondences.	0.30	\$750.00	\$225.00
Service	07/21/2023	Review status of settlement agreement; advise KN re the same; finalize agreement and circulate.	0.80	\$750.00	\$600.00
Service	07/21/2023	Review status of settlement agreement; discuss with PM; analysis of remaining issues and next steps; advise PM	1.00	\$950.00	\$950.00
Service	07/24/2023	Review correspondences regarding status of settlement agreement; follow up with KN re the same.	0.50	\$750.00	\$375.00
Service	07/25/2023	Review and revise agreement; prepare final agreement; email Def and counsel; email staff re final agreement	2.00	\$950.00	\$1,900.00
Service	07/25/2023	Review emails; prepare signed agreement	0.50	\$950.00	\$475.00
Service	07/25/2023	Review/analyze partner's response to redline of long form.	1.00	\$895.00	\$895.00
Service	07/25/2023	Review settlement agreement terms for conformity with MOU terms. Analyze exhibits thereto. Send for signature to Plaintiff. Follow up call to discuss terms and process of settlement approval.	1.30	\$850.00	\$1,105.00
Service	07/26/2023	Draft exhibits to Settlement; review prior orders and ruling for correct format; research issues; finish drafts of exhibits; email Defendant	5.50	\$950.00	\$5,225.00
Service	07/26/2023	Review MOU, analyze to draft long form.	2.75	\$995.00	\$2,736.25
Service	08/08/2023	Review status and agreement; emails with PM and NBB	0.40	\$950.00	\$380.00
Service	08/08/2023	Review/analyze the exhibits to the long form with Defendant's redlines. Ensure consistency w/ long form. MOU, and mediation notes/charts.	2.00	\$895.00	\$1,790.00
Service	08/08/2023	Prepare signed agreement; review Def revisions to	2.00	\$950.00	\$1,900.00

Exhibits; revise exhibits and prepare final exhibits					
Service	08/08/2023	Review status of settlement agreement and execution of the same.	0.50	\$750.00	\$375.00
Service	08/09/2023	review agreement, analyze re prelim. Advise KN.	2.50	\$995.00	\$2,487.50
Service	08/09/2023	Review status of settlement; discuss with NBB; review final documents for compliance issues	1.00	\$950.00	\$950.00
Service	08/15/2023	Review file; draft declaration of Thanh Phan re preliminary approval/service award request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	08/15/2023	Review issues regarding client and decl; advise RE	0.40	\$950.00	\$380.00
Service	08/16/2023	Review email from client re draft declaration; edit declaration per client request; email to client to discuss further re declaration draft	0.40	\$675.00	\$270.00
Service	08/16/2023	Phone conference with Thanh Tran re declaration in support of motion for preliminary approval/service award request	0.80	\$675.00	\$540.00
Service	08/16/2023	Revise Tran declaration re service award request; email to client re declaration draft	1.20	\$675.00	\$810.00
Service	08/30/2023	Work on approval issues; prepare outline for approval; work on motion for preliminary approval	2.00	\$950.00	\$1,900.00
Service	09/01/2023	Review client edits to declaration; edit declaration accordingly; send revised draft back to client for review; email to client	1.30	\$675.00	\$877.50
Service	09/06/2023	Comm. w Thanh Phan re further revisions to declaration re preliminary approval/edit declaration; send back to client for review	0.40	\$675.00	\$270.00
Service	09/25/2023	Draft: draft joint CMC statement; review and revise joint CMC statement; correspondence to co-counsel; correspondence to Def; finalize, file and serve; advise PM	3.00	\$750.00	\$2,250.00
Service	11/16/2023	Draft motion for preliminary approval; review court requirements and update motion; update approval outline; check hearing dates; memo to co-counsel; email draft to Defendant	4.50	\$950.00	\$4,275.00
Service	11/17/2023	Review and revise motion per co-counsel comments; review co-counsel's declaration and advise as to needed revisions and additional information to be included; cross-check with the Agreement requirements	1.00	\$950.00	\$950.00
Service	11/29/2023	Review status; respond to co-counsel; email Def; check available hearing dates	0.50	\$950.00	\$475.00
Service	12/04/2023	Review documents and case history; research issues for declaration; draft declaration ISO motion for	3.75	\$950.00	\$3,562.50

preliminary approval					
Service	12/04/2023	Review and revise motion for preliminary approval; prepare motion for filing; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	12/06/2023	Review and revise proposed order; draft POS;; prepare cover sheet; file and serve documents; serve LWDA	1.20	\$950.00	\$1,140.00
Service	12/06/2023	Review preliminary approval motion and upcoming dates; draft joint CMC report and finalize for filing.	1.00	\$750.00	\$750.00
Service	12/06/2023	Finalize, file, serve joint CMC statement.	0.40	\$250.00	\$100.00
Service	12/07/2023	Review status of preliminary approval motion; draft joint CMC Statement and finalize for filing.	1.00	\$750.00	\$750.00
Service	12/11/2023	Review and Analyze: review and analyze court's orders and docket; review CMC statement; prep for CMC; advise PM	0.90	\$750.00	\$675.00
Service	12/13/2023	ROA review re upcoming cmc and schedule remote app.	0.20	\$250.00	\$50.00
Service	12/21/2023	Review opposition from the Defendant; analysis of issue; email co-counsel; memo to staff re next steps	0.50	\$950.00	\$475.00
Service	12/27/2023	Review court docket for upcoming Motion for prelim. approval	0.10	\$250.00	\$25.00
Service	12/28/2023	Draft reply; file and serve reply	1.00	\$950.00	\$950.00
Service	02/07/2024	Revise Agreement per Court ruling; email Def; memo to co-counsel	1.00	\$950.00	\$950.00
Service	02/07/2024	Review status; review ruling; analysis of issues to address and next steps; memo to staff	1.00	\$950.00	\$950.00
Service	02/08/2024	Review issues to address; review email from Def; tel conf with co-counsel	0.50	\$950.00	\$475.00
Service	02/08/2024	Review and revise Agreement for final; revise and redline exhibits; email Def; email co-counsel re revised agreement; memo to staff	1.00	\$950.00	\$950.00
Service	02/08/2024	Review revised long form, final.	2.50	\$995.00	\$2,487.50
Service	02/15/2024	Review status and issues to address in supplemental briefing; legal research and analysis of documents; begin work on supplemental briefing; review input from NBB	2.50	\$950.00	\$2,375.00
Service	02/16/2024	Work on supplemental briefing; reserve issues; emails with AJ	4.00	\$950.00	\$3,800.00
Service	02/19/2024	Work on supplemental declaration; email Defense counsel	3.50	\$950.00	\$3,325.00

Service	02/20/2024	Prepare and finalized supplemental filing; prepare exhibits and redline exhibits; revise proposed order; file and serve documents; serve LWDA	3.50	\$950.00	\$3,325.00
Service	02/29/2024	Review tentative ruling; analysis of issues; memo to firm	0.50	\$950.00	\$475.00
Service	03/01/2024	Court appearance - prelim approval	0.50	\$950.00	\$475.00
Service	03/04/2024	Review/analyze prelim. Review/analyze expert's response to prelim. Draft/send follow up questions. Review/analyze response. Draft/circulate memo.	5.00	\$895.00	\$4,475.00
Service	03/04/2024	Analysis of additional issues to work on and address; email memo to AJ; analysis of ruling; memo to staff re: next steps; review responses from AJ; work on issues to address	3.00	\$950.00	\$2,850.00
Service	03/26/2024	Draft supplemental declaration; revise class notice; revise proposed order; prepare redlines for exhibit; review and revise supplemental documents for final; file and serve documents	3.40	\$950.00	\$3,230.00
Service	03/27/2024	Work on supplemental issues and briefing	1.80	\$950.00	\$1,710.00
Service	04/04/2024	Review tentative; revise proposed order; email counsel	0.60	\$950.00	\$570.00
Service	04/04/2024	Review/analyze prelim app tentative ruling. Prep for hearing.	2.00	\$895.00	\$1,790.00
Service	04/05/2024	Court appearance - motion for preliminary approval; prepare for hearing; review documents and motion papers and supplemental briefing; update file and approval outline	1.50	\$950.00	\$1,425.00
Service	04/05/2024	Review status and docket; download order; prepare documents; memo to Admin; email to counsel	0.75	\$950.00	\$712.50
Service	04/05/2024	review order; serve LWDA	0.25	\$950.00	\$237.50
Service	04/15/2024	Reviewed and analyzed Defendant's supplemental document production, updated exhibit book, updated flow chart.	1.50	\$450.00	\$675.00
Service	05/01/2024	Memo to staff regarding order and documents and website posting	0.30	\$950.00	\$285.00
Service	05/03/2024	Review Admin email and preliminary calculations; double check numbers; respond to Admin	0.50	\$950.00	\$475.00
Service	05/21/2024	Review email from Plaintiff regarding class notice. Analyze preliminary approval order and settlement documents. Contact claims admin regarding incorrect notice amounts. Discuss issue with partners and respond to client's email.	1.00	\$850.00	\$850.00
Service	05/21/2024	Review and respond to client's email regarding individual class member share. Legal research	1.10	\$850.00	\$935.00

		regarding objection/exclusion issues. Discuss with partners.			
Service	05/29/2024	Review settlement agreement, MOU, preliminary approval order and case file in preparation for call with client. Attend conference call with Plaintiff regarding approval of settlement issues. Draft email to Plaintiff after call answering questions and explaining terms. Discuss with partners.	1.00	\$850.00	\$850.00
Service	05/29/2024	Review status; discuss client issues with ND; review settlement documents and analysis of issues; advise ND	1.00	\$950.00	\$950.00
Service	06/04/2024	Review status and emails regarding client issues	0.40	\$950.00	\$380.00
Service	06/14/2024	Review status and Admin report	0.20	\$950.00	\$190.00
Service	06/24/2024	Review Admin report and email	0.20	\$950.00	\$190.00
Service	07/01/2024	Review Admin report and email	0.25	\$950.00	\$237.50
Service	08/07/2024	Review preliminary approval order; review supplemental briefings in support of preliminary approval and settlement agreement; draft final approval motion.	4.00	\$750.00	\$3,000.00
Service	08/07/2024	Review status and Admin report; review emails from PM; memo to Admin regarding declaration; analysis of next steps; advise PM	1.00	\$950.00	\$950.00
Service	08/08/2024	Review billing for accuracy; memo to staff; review status of approval and Admin process; memo to Admin re declaration.	1.00	\$950.00	\$950.00
Service	08/13/2024	Review and revise motion for final approval; prepare redlines for proposed order; email co-counsel; review draft Admin declaration; doublecheck calculations; update approval outline.	3.75	\$950.00	\$3,562.50
Service	08/13/2024	Review email re final approval hearing, review court requirements for schedule court reporter, contact court reporter to cover hearing.	0.30	\$250.00	\$75.00
Service	08/16/2024	Follow up email with court reporter re scheduling for upcoming hearing.	0.10	\$250.00	\$25.00
Service	08/16/2024	Revise draft motion; prepare draft motion and circulate to Defendant; review final Admin declaration	1.50	\$950.00	\$1,425.00
Service	08/16/2024	Review confirmation of scheduled court reporter for final approval and inform KN.	0.10	\$250.00	\$25.00
Service	08/19/2024	Update tables for motion for final approval.	0.90	\$250.00	\$225.00
Service	08/19/2024	Draft declaration in support of final approval motion; review draft final approval motion; review TPA declaration.	3.00	\$750.00	\$2,250.00

Service	08/20/2024	Review and revise declaration ISO motion; review billing for accuracy; update billing and correct issues; prepare exhibits for declaration; emails with co-counsel regarding their declaration	2.00	\$950.00	\$1,900.00
Service	08/21/2024	Review co-counsel declaration; update approval outline and prepare final figures for use in motion; review final billing; memo to staff regarding corrections; update my final billing on motion; final review of corrected billing	1.50	\$950.00	\$1,425.00
Service	08/21/2024	Review and revise motion for final approval; prepare motion for final; file and serve motion; serve LWDA	4.00	\$950.00	\$3,800.00
Services Subtotal				\$240,247.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/27/2022	Onelegal/Filing Fee	1.00	\$1,492.52	\$1,492.52
Expense	05/27/2022	One Legal filing fee	1.00	\$15.19	\$15.19
Expense	06/23/2022	One Legal filing fee	1.00	\$15.19	\$15.19
Expense	06/27/2022	One Legal filing fee	1.00	\$35.78	\$35.78
Expense	07/12/2022	One Legal filing fee	1.00	\$15.19	\$15.19
Expense	10/17/2022	filing via One Legal	1.00	\$15.19	\$15.19
Expense	10/20/2022	filing via One Legal	1.00	\$12.87	\$12.87
Expense	10/21/2022	filing via One Legal	1.00	\$15.19	\$15.19
Expense	10/21/2022	filing via One Legal	1.00	\$15.19	\$15.19
Expense	10/24/2022	legal research; downloading documents from Orange County Superior Court	1.00	\$7.50	\$7.50
Expense	12/01/2022	Mediation Fees - Krivis	1.00	\$5,000.00	\$5,000.00
Expense	05/24/2023	Berger Consulting Fee.	1.00	\$7,950.00	\$7,950.00
Expense	08/02/2023	LexisNexis	1.00	\$54.00	\$54.00
Expense	09/01/2023	Lexis Nexis	1.00	\$220.00	\$220.00
Expense	09/26/2023	filing via One Legal	1.00	\$19.51	\$19.51
Expense	10/02/2023	LexisNexis	1.00	\$165.00	\$165.00
Expense	10/03/2023	filing via One Legal	1.00	\$51.48	\$51.48
Expense	12/03/2023	LexisNexis	1.00	\$176.00	\$176.00
Expense	12/05/2023	One legal filing fee - motion	1.00	\$81.54	\$81.54

Expense	12/07/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	12/29/2023	One legal filing charge	1.00	\$22.85	\$22.85
Expense	01/02/2024	LexisNexis	1.00	\$99.00	\$99.00
Expense	02/05/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	02/21/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	03/04/2024	LexisNexis	1.00	\$167.00	\$167.00
Expense	03/27/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	04/01/2024	LexisNexis	1.00	\$165.00	\$165.00
Expense	04/05/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	04/08/2024	One legal filing charge	1.00	\$15.65	\$15.65
Expense	04/08/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	05/01/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$3.00	\$3.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$3.00	\$3.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$4.00	\$4.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$4.00	\$4.00
Expense	06/03/2024	Lexis Nexis	1.00	\$143.00	\$143.00
Expense	07/01/2024	LexisNexis	1.00	\$165.00	\$165.00
Expense	08/01/2024	LexisNexis	1.00	\$143.00	\$143.00
Expense	08/19/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$16,744.01	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	49.0	\$895.00	\$43,855.00
Norm Blumenthal	15.25	\$995.00	\$15,173.75
Scott Blumenthal	10.4	\$450.00	\$4,680.00
Nicholas De Blouw	31.6	\$850.00	\$26,860.00
Ricardo Ehmann	7.65	\$675.00	\$5,163.75
Charlotte James	14.5	\$550.00	\$7,975.00
Trevor Moran	1.5	\$450.00	\$675.00

Piya Mukherjee	29.1	\$750.00	\$21,825.00
Kyle Nordrehaug	103.45	\$950.00	\$98,277.50
Victoria Rivapalacio	12.2	\$750.00	\$9,150.00
Victoria Rivapalacio	7.6	\$495.00	\$3,762.00
Gerardo Galaviz	5.1	\$250.00	\$1,275.00
Karla Horne	6.3	\$250.00	\$1,575.00
Subtotal			\$256,991.01
Total			\$256,991.01

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/20/2024	\$256,991.01	\$0.00	\$256,991.01
Outstanding Balance				\$256,991.01
Total Amount Outstanding				\$256,991.01

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
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Attorneys for Plaintiff THANH PHAN

[Additional counsel listed on following page]

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

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ST. JUDE MEDICAL CENTER, a California
Corporation; ST. JUDE HOSPITAL, a
California Corporation; and Does 1 through 50,
inclusive,

Defendants.

MARK MORANVILLE, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California Corporation; and
DOES 1-100, inclusive,

Defendants

Case No. 30-2022-01244478-CU-OE-CXC

**DECLARATION OF THANH PHAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date:

Hearing Time:

Judge: Hon. William Claster

Dept: CX104

Reservation No.:

Date Filed: February 8, 2022

1 MICHAEL R. CROSNER (SBN 41299)
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2 ZACHARY M. CROSNER (SBN 272295)
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3 BLAKE R. JONES (SBN 211221)
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6 Fax: (310) 510-6429
7 Attorneys for Plaintiff MARK MORANVILLE

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1 I, Thanh Phan, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. I was hired on January 25, 2010, by defendant St. Jude Hospital d/b/a St. Jude Medical
10 Center ("St. Jude") in Fullerton, California. I was employed as a non-exempt full-time clinical
11 pharmacist, working primarily a 10-hour graveyard shift, from 10 p.m. to 8 a.m.
12

13 4. On July 30, 2021, our pharmacy operations manager sent an email to all pharmacists
14 regarding instructions for Kronos, our timekeeping system, when working the graveyard shift.
15 These new Kronos instructions advised pharmacists when working the graveyard shift to answer
16 "No" to the meal/break question and to manually add in a 1-hour meal penalty in Kronos.

17 5. On September 3, 2021, I emailed our pharmacy operations manager after reviewing my
18 paychecks. I noticed that my paychecks were different. I was paid significantly more due to
19 hours entered in Kronos for "No Meal Period." I was concerned if I was following the new
20 Kronos instructions correctly and questioned if this would apply to previous years. Our
21 pharmacy operations manager stated that our HR department instructed us to start doing this and
22 they may address back pay in the future.
23

24 6. After several failed attempts in trying to get feedback from HR via email and by visiting
25 the HR department after my shift ended in the morning, I was finally able to set an appointment
26 with HR on September 23, 2021, only to have it cancelled at the last minute. An appointment
27 was rescheduled for September 27, 2021, where HR stated they will review my concerns and
28

1 get back to me on their findings.

2 7. On October 11, 2021, our pharmacy operations manager sent an email notifying all
3 pharmacists that effective immediately, graveyard shifts changed from 10 p.m. to 8 a.m. to 9:30
4 p.m. to 8 a.m. and a 30-minute meal break must be taken before midnight, while evening
5 coverage is still available. In the matter of back pay for no meal breaks for pharmacists working
6 the graveyard shift prior to these recent changes, it was still undetermined.
7

8 8. I sought legal advice and spoke to my attorneys several times and discussed how
9 St. Jude implemented its company policies and procedures. I also assisted my attorneys in their
10 investigation into my claims by providing them documents (which took a considerable amount
11 of time and effort) and answering their questions.
12

13 9. I decided to file this class action lawsuit and be a plaintiff/class representative because
14 I felt that my legal rights as an employee and others like me were violated. For example, I was
15 regularly required to work 10-hour shifts with no meal or rest breaks and was not paid all the
16 meal and rest break premium payments. Also, I was not paid any wages for the time I spent
17 getting vaccinations and submitting to Covid-19 screening before my shift started. In addition,
18 I was not paid for the time I spent at home completing hospital mandatory compliance
19 education and modules on “HealthStreams” and “Qstream.” Also, I was not paid for the time I
20 spent on “live” Microsoft Teams meetings that occurred when I was off work, for Pharmacy
21 Workflow Training Sessions for Epic deployment (a total of 13 sessions, approximately
22 lasting one hour each). I was also not reimbursed by St. Jude for certain business-related
23 expenses such as the costs I incurred for cell phone/data plan usage and charges associated
24 with hospital system alerts, scheduling issues, department communication and medical drug
25 reference.
26

27 10. I retained my attorneys who are experienced in both class action and PAGA
28

1 representative action litigation and claims against employers for violations of the California
2 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of
3 the Court. I am not aware of having any actual or potential conflicts of interest with another
4 class member in this case nor am I aware of having any actual or potential conflicts of interest
5 with ILYM Group, the settlement administrator. I am not aware of any other pending matter
6 or action asserting claims that will be extinguished or adversely affected by this settlement.
7

8 11. I reviewed the complaint before it was filed and after it was filed. I was given access to
9 an electronic file sharing program that alerted me via email when important documents were
10 filed so that I could review them and keep up with the developments in the case which I
11 understood was one of my duties as a class representative. I would also contact my attorneys
12 from time to time if I had any questions about the case.
13

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

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

27 14. I understood that being a part of this lawsuit involved risks. For example, my attorneys
28 explained to me that if the case went to trial and we lost, I could be held responsible to pay for

1 all or part of the attorney fees and costs paid by St. Jude to defend this lawsuit. Also, I knew
2 there was a risk that future employers could hold it against me or downgrade me as a potential
3 hire. It has been very time-consuming and stressful for me to pursue this litigation, considering
4 the fact I was a full-time employee at the time I filed the lawsuit and continue to be a full-time
5 employee at St. Jude. I also believe I may have suffered personally as a result of filing and
6 pursuing this litigation. For example, despite my commitment to excellence and integrity in my
7 work performance, my merit compensation after the lawsuit was filed has been significantly
8 lower than previous years. Although I am not certain, I believe it is possible that the reduction
9 in merit compensation could be related to my pursuit of this lawsuit. Ultimately, I decided these
10 risks were worth it and decided to fight for my rights and the rights of others, regardless of the
11 risks, time and effort I spent on this case.
12

13
14 15. After St. Jude was contacted by my attorneys and became aware that I intended to file a
15 lawsuit for multiple alleged wage and hour violations, St. Jude offered to pay me approximately
16 \$31,000 for unpaid wages and meal break penalties for the past two years. I declined their offer
17 because I felt that St. Jude was also violating the law with respect to my co-workers, and I
18 wanted to stand up for the rights of the other class members and not just for my own personal
19 gain.
20

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

24 17. A mediation took place on April 27, 2023 with Jeff Krivis, a well-respected and
25 experienced mediator of wage and hour class actions. After the all-day mediation the parties
26 were able to reach an agreement to settle the action. I communicated with my attorneys
27 regarding the terms of the settlement which was reached between the parties and understood that
28

1 I was representing absent class members and therefore wanted the best possible result to be
2 obtained for the class members and I believe a very positive result was in fact achieved via
3 settlement. I reviewed and signed the Memorandum of Understanding on April 28, 2023 and
4 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
5 I signed on July 25, 2023.
6

7 18. I have been actively involved with this lawsuit performing the duties described above.
8 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
9 filings, searched for and provided requested documents, and spent a significant amount of time
10 on the issues presented during the lawsuit and in the settlement process. I estimate that I spent
11 no less than 100 hours working on this case up until this point. I believe I have been diligent
12 and have done what is expected of a named plaintiff and proposed class representative to date
13 and will continue to do so. I have and always will maintain, the best interests of the class
14 members.
15

16 19. My attorneys explained to me that the settlement process involves a two-step
17 review by the Court to determine whether the settlement is fair before approving the settlement.
18 I know this process also involves notifying all class members of the settlement terms and of their
19 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
20 settlement.
21

22 20. I believe I did the right thing by filing this case on behalf of the class members who,
23 subject to court approval, are in line to receive monetary payments as a result of this case and
24 settlement. This is money they may never have ever gotten if I did not pursue this action on
25 their behalf. I feel significant personal satisfaction to know that I played a role in the class
26 members being entitled to monetary payments as a result of the filing of this lawsuit. I also
27 believe that the requested Class Representative Service Payment of \$30,000 from the
28

1 settlement is fair compensation for the work I performed and the risks I undertook.

2 21. As part of the settlement it was necessary for me to sign a general release of all
3 claims I may have against St. Jude. I believe the Class Representative Service Payment I have
4 requested provides me with some compensation for this agreed release.
5

6 22. In light of all the time and effort I have spent on this case, the risks I undertook by
7 bringing these claims against my employer, the exposure to being responsible for paying St.
8 Jude's costs in the event we did not win the case, the reputational risk that future employers may
9 hold this lawsuit against me, the general release, the size of the settlement and the fact my merit
10 compensation has decreased since I filed the lawsuit and I turned down a settlement offer over
11 \$30,000 in order to benefit the class, I believe the request for \$30,000 as a Class Representative
12 Service Payment is fair and reasonable.

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

15 Executed on Sep 6, 2023, at Garden Grove, California.
16 (city, state)

17 Thanh Phan
18 Thanh Phan (Sep 6, 2023 10:18 PDT)

19 Thanh Phan
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EXHIBIT #7

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Attorneys for Plaintiff
MARK MORANVILLE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

THANH PHAN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

ST. JUDE MEDICAL CENTER, a California
Corporation; ST. JUDE HOSPITAL, a
California Corporation; and Does 1 through 50,
inclusive,

Defendants.

MARK MORANVILLE, as an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

ST. JUDE HOSPITAL, a California
Corporation; ST. JUDE HERITAGE
MEDICAL GROUP, A MEDICAL
CORPORATION, a California Corporation; and
DOES 1-100, inclusive,

Defendants

Case No. 30-2022-01244478-CU-OE-CXC
[Consolidated with
Case No. 30-2022-01246853-CU-OE-CXC]

**DECLARATION OF MARK
MORANVILLE SUPPORT OF
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Date: December 29, 2023
Time: 9:00 a.m.
Judge: Hon. William D. Claster
Dept.: CX101

Reservation No.

1 I, MARK MORANVILLE, declare as follows:

2 1. I am an adult over the age of eighteen (18) years old. I am the Named Plaintiff
3 who filed the above-captioned lawsuit. I have personal knowledge of the facts set forth in this
4 declaration. I make this declaration in support of Plaintiffs' Motion for Final Approval of
5 Class Action Settlement.

6 2. I am employed by St. Jude Hospital as a non-exempt registered nurse. Although
7 I started as a full time employee I was injured on the job and have been on light duty and
8 reduced hours and pay since then. While working for Defendant I don't think I was properly
9 compensated for all hours worked, especially with respect to undergoing Covid wellness
10 checks and Covid testing. I also think a number of my lunch breaks were not properly
11 provided by the hospital, as many times my lunches started very late in my shift or last less
12 than 30 minutes. I also had to use my own phone during work hours to communicate with
13 supervisors and other employees.

14 3. I decided to bring this lawsuit because I did not feel that I was treated fairly as an
15 employee of Defendant, especially with regard to not being paid properly for all the hours I
16 worked, as well improper meal and rest breaks and having to use my own phone. As a result, I
17 believe the class members and myself are owed additional compensation for all of the time we
18 worked that was not paid for by Defendant, as compensation for not getting all our breaks, and
19 to help pay for our phone usage.

20 4. It is my understanding this lawsuit could not have been prosecuted or settled
21 unless I or some other employee decided to serve as a named plaintiff and pursue the case. In
22 deciding to serve as a named plaintiff, I understood that my name would be publicly attached to
23 this lawsuit and that my work experiences to some extent would be set forth in a public court
24 file. I recognized that I would need to devote a certain amount of time that I could have spent
25 otherwise. I also recognized that my bringing the lawsuit carried some degree of risk. Despite
26 this, I decided to serve as the named plaintiff without any promise of recovery or compensation.
27 Fortunately I have not suffered any kind of negative consequences as a result of filing this case
28

1 but still believe there is a risk of something happening in the future, and I understand my name
2 comes up in connection with an internet search about St. Jude lawsuits and do have some
3 concerns that my impact my future ability to find a job.

4 5. I am familiar with the work involved in prosecuting this case. I have participated
5 in numerous meetings and communications with my lawyers regarding this case. I am familiar
6 with the allegations and defenses of the claims in this case. I am familiar with the major events
7 in this case, including the investigation performed by my lawyers, the mediation with Defendant
8 and follow up negotiations that resulted in this settlement, and the preparation of settlement
9 papers and the need to obtain court approval of the proposed settlement. I participated in all
10 stages of the litigation and provided my lawyers with information and documents regarding my
11 employment with Defendant.

12 6. I believe that the proposed settlement obtained on behalf of the other employees
13 is excellent in view of the issues and risks involved with the case. I have not received, nor will
14 I receive, any benefits from filing this case other than my share of the settlement proceeds and
15 any additional amounts approved by the Court. I do not know of any reason that would create
16 a conflict of interest between myself and any other Class Member, or between myself and ILYM
17 Group, Inc., which company I've never even heard of. I have no knowledge of any other
18 lawsuits of any kind against the Defendant.

19 7. I believe I have fulfilled my duties as a named plaintiff and class representative,
20 which required a significant amount of time and effort during the course of this case. These
21 efforts required dedicating numerous hours to lawsuit activities including, but not limited to: (a)
22 communicating with my attorneys to stay informed of ongoing developments in the case and to
23 discuss the proposed settlement; (b) searching for and providing documents and other materials
24 relating to my work experience; (c) responding to requests for information relating to my work
25 experience; and (d) reviewing filings and key documents including drafts of the complaint and
26 the settlement agreement. These tasks required my dedication of at least 30-40 hours of my
27 time, which time I honestly could have spent on family, personal time, or work. My
28

1 understanding is that future tasks may require several more hours of my time. I believe I have
2 been diligent and that I have acted above and beyond that of which is expected of a named
3 plaintiff to date and will continue to do so.

4 8. It is my opinion that \$30,000.00 is a fair and adequate award for my service as the
5 named plaintiff and class representative for the unpaid wage, missed lunch/rest breaks, and cell
6 phone reimbursement claims that were brought in the lawsuit. I believe that amount is fair and
7 reasonable in view of the work I have and will continue to perform on behalf of the class
8 members. I believe that my role in this lawsuit has resulted in a valuable benefit to the other
9 employees, and I accepted the potential risk of being liable for the opposing parties' costs if we
10 were unsuccessful in this lawsuit. I believed in this case, so I was willing to be the named
11 plaintiff to risk this and pursue this class action. I also accepted the risk that news of this lawsuit
12 could also potentially impact my ability to secure other work. I am also agreeing to a different
13 and much more expansive release of claims than the other class members.

14 9. Based on the time, service, risk, stress, potential stigma, loss of benefits and
15 excellent outcome of this case, I believe the enhancement for me is fair and reasonable.

16 I declare under penalty of perjury under the laws of California that the foregoing is true
17 and correct. Executed on October 31, 2023, at Brea, California.
18
19

20 *Mark T. Moranville*
21 _____

22 Mark Moranville
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