

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

CAMREE LYNN, on behalf of the State of
California a private attorney general,

Plaintiff,

v.

BLUE LINK WIRELESS, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CGC-22-599665

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

Hearing Date: May 2, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 17, 2022

Trial Date: None Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Blue Link Wireless, LLC ("Defendant") is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith. The
11 Agreement is based upon the Los Angeles Superior Court model form.

12 3. Procedural History –

13 (a) PAGA Counsel mailed the necessary correspondence to the California
14 Labor and Workforce Development Agency ("LWDA") on March 10, 2022 on behalf of
15 Plaintiff Camree Lynn, requesting authorization from the LWDA to seek civil penalties as
16 provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour
17 violations alleged in the PAGA Notice. The 65-day notice period for the LWDA to notify of
18 its intent to investigate expired on May 15, 2022. On May 17, 2022, Plaintiff Lynn filed a
19 Representative Action Complaint in this Court against Defendant Blue Link Wireless, LLC
20 alleging a single cause of action for recovery of civil penalties for Violation of the PAGA
21 [Labor Code §§ 2698, *et seq.*].

22 (b) Plaintiff and Defendant agreed to mediate with Louis Marlin. Prior to
23 the mediation, the Parties conducted significant investigation and discovery of the facts and
24 law. Defendant produced hundreds of documents relating to its policies, practices, and
25 procedures regarding paying non-exempt employees for all hours worked, overtime, meal
26 and rest period policies, payroll and operations policies, and more. Plaintiff was provided
27 with sufficient records and data to determine the number of Aggrieved Employees and the
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1 number of pay periods in the PAGA Period. The Parties agree that the above-described
2 investigation and evaluation, as well as the information exchanged during the settlement
3 negotiations, are more than sufficient to assess the merits of the Parties' positions and to
4 compromise the issues on a fair and equitable basis. Plaintiff's theory of PAGA liability as
5 argued at mediation alleged that Defendant failed to pay minimum wages to Plaintiff and
6 other Aggrieved Employees for work performed off the clock. For example, Plaintiff alleged
7 Defendant required her and other Aggrieved Employees to spend time completing a Covid-
8 19 health screening assessment prior to clocking in for their shift but failed to pay minimum
9 wages for the time spent completing the health screening assessment. Also, when store
10 locations lacked coverage, Plaintiff alleged she and other Aggrieved Employees worked
11 during their meal breaks while clocked out but were not paid minimum wages. Plaintiff also
12 alleged that Defendant failed to include various forms of non-discretionary compensation
13 (eg. commission, referral bonus) into their regular rate for purposes of calculating the correct
14 overtime rate during certain pay periods and that Plaintiff and the Aggrieved Employees
15 were underpaid overtime as a result. Additionally, Plaintiff alleged that while Defendant did
16 pay meal break penalty payments, Defendant paid Plaintiff and other Aggrieved Employee at
17 their base hourly rate instead of their regular rate which caused meal break penalties to be
18 underpaid. Plaintiff also alleged that Defendant issued inaccurate wage statements to
19 Plaintiff and other Aggrieved Employees. For example, when Defendant utilized the
20 "Commission OT" pay code to pay additional overtime, Defendant failed to state the hours
21 or hourly rate associated with this payment. Moreover, Plaintiff alleges that she and other
22 Aggrieved Employees were required to use their personal cell phones in order to respond to
23 Defendant's communications and for scheduling purposes. Plaintiff alleged that Defendant
24 did not, however, fully reimburse Plaintiff and the Aggrieved Employees for the costs related
25 to the use of their personal cell phone for work-related issues.

26 (c) On December 14, 2022, the Parties engaged in an all-day mediation
27 session before Mediator Louis Marlin, a respected and experienced mediator knowledgeable
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1 of both the wage and hour laws and representative claims at issue in this action. Through
2 arms-length negotiations with the assistance of the mediator, the Parties reached an
3 agreement to settle the PAGA claims in this action which led to the signing of a
4 Memorandum of Understanding memorializing the settlement.¹ The settlement was
5 negotiated in light of all known facts and circumstances and the uncertainty associated with
6 litigation – including the risk of Plaintiff not being able to maintain representative claims, the
7 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
8 potential defenses, and the significant delay and potential appellate issues inherent to
9 litigation – and was reached after extensive arm’s length negotiations, with the assistance of
10 Mediator Marlin.

11 4. The claim before this court is the representative claim under PAGA on
12 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have
13 agreed to settle this PAGA claim in its entirety after investigation and an arm’s length
14 mediation session. The PAGA settlement is subject to Court approval consistent with Labor
15 Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties provides
16 for a “Gross PAGA Settlement Amount” payment in the amount of \$200,000 to resolve the
17 Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”). From this
18 PAGA Settlement of \$200,000, there is a deduction of attorneys’ fees (“PAGA Counsel Fees
19 Payment”) in the amount of \$66,666 (which is one-third of the PAGA Settlement),
20 reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
21 amount not to exceed \$22,000, and Settlement Administration Costs (“Administration
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24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
26 (“Individual Settlement”)(Settlement Agreement at ¶ 2.2). The individual claims were not at issue in
27 this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim*
28 *v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip
an aggrieved employee of standing, as the state’s authorized representative, to pursue PAGA
remedies” nor resolve the PAGA claims.).

1 Expenses Payment”) not to exceed \$5,000. (Agreement at ¶¶ 3.2.1-3.2.2).² After these
2 deductions, the amount remaining is the “PAGA Payment”, which is estimated to be no less
3 than \$106,334.³ Of the PAGA Payment amount, seventy-five percent (75%) (no less than
4 \$79,750.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
5 than \$26,583.50) will be paid to the Aggrieved Employees. (Agreement at ¶ 3.2.3).
6 “Aggrieved Employees” means all individuals who were employed by Defendant Blue Link
7 Wireless, LLC in California and classified as a non-exempt employee at any time during the
8 PAGA Period. The PAGA Period is the period from March 10, 2021 to February 15, 2023.
9 (Agreement at ¶¶ 1.4, 1.23). The Individual PAGA Payment for each Aggrieved Employee
10 shall be based on the number of pay periods each Aggrieved Employee worked during the
11 PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by
12 all Aggrieved Employees during the PAGA Period. (Agreement at ¶ 3.2.3). The PAGA
13 Period is the time period from March 10, 2021 to February 15, 2023 (Agreement at ¶ 1.23). For
14 mediation, Defendant represented that there are approximately 412 Aggrieved Employees
15 who collectively worked approximately 4,518 pay periods during the PAGA Period.
16 (Agreement at ¶ 4.1). Defendant will provide a declaration as required by the Agreement
17 confirming the accuracy of the above figures. Upon entry of final judgment, the Released
18 Parties shall be entitled to a release from the State of California and the Aggrieved
19 Employees only for any “Released PAGA Claims”, which means all claims for PAGA
20 penalties that were alleged, or reasonably could have been alleged, based on the facts stated
21 in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period
22 (the “Released PAGA Claims”). (Agreement at ¶ 5.2). The Released PAGA Claims

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24 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
25 Payment less than the amounts requested, the Administrator will allocate the remainder of these
26 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
Expenses are less or the Court approves payment less than \$5,000, the Administrator will allocate
the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

27 ³ The PAGA Payment is correctly calculated to be at least \$106,334, and the figures in this
28 motion are based on \$106,334. The Agreement has a typographical error and mistakenly
indicates that PAGA Payment is \$108,334 instead of \$106,334.

1 expressly excludes all other claims, including claims for vested benefits, wrongful
2 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
3 disability, social security, workers' compensation, and California class claims, and PAGA
4 claims outside of the PAGA period. (*Id.*) The Released PAGA Claims do not include any
5 claims that cannot be released as a matter of law. (*Id.*) The Agreement expressly confirms
6 that **"In no event shall the release of the Released PAGA Claims in this Settlement**
7 **Agreement release any individual claims of any individuals"** (*Id.*)

8 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
9 (\$66,666.00) and PAGA Counsel Litigation Expenses in an amount not to exceed \$22,000.00
10 will also be paid to PAGA Counsel as part of the settlement in accordance with California
11 Labor Code § 2699(g)(1), as set forth in the Agreement.⁴ Lastly, payment to the
12 Administrator in an amount not to exceed \$5,000 to perform the administrative duties to
13 distribute the settlement money shall also be paid.

14 6. As experienced counsel, we believe that the PAGA Settlement is fair and
15 reasonable and therefore should be approved in light of Defendant's potential defenses to the
16 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
17 Settlement Amount of \$200,000 is significantly more than other PAGA settlements and
18 constitutes approximately \$44 per pay period. This PAGA Settlement amount compares
19 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
20 Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was
21 potentially \$451,800 based on 4,518 pay periods applicable to the Aggrieved Employees
22 during the PAGA Period.⁵ Importantly, however, these calculations were performed at the
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24 ⁴ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
25 in the current amount of \$20,011.80, which is less than the cost allocation in the Agreement. See
26 Declaration of Nordrehaug at ¶ 9.

27 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
28 The valuation of \$451,800 is the civil penalty amount without stacking. If stacking is permitted, then
the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one
penalty per pay period was assessed.

1 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
2 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to
3 award a lesser amount than the maximum civil penalty if based on the facts and
4 circumstances to do otherwise would result in an award that is "unjust, arbitrary and
5 oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
6 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
7 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly
8 less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
9 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of
10 civil penalties would be only \$22,590, which is far less than this settlement provides.

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

16 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
17 the amount of \$66,666 representing one-third of the \$200,000 Gross PAGA Settlement
18 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
19 Agreement is supported by several factors. First, the requested fees are justified by the result
20 achieved. PAGA Counsel negotiated a recovery of \$200,000, and this result justifies the
21 requested fees equal to one third of this recovery. This percentage is within the standard
22 contingent recovery percentage of one-third, and this percentage is what was expressly
23 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
24 (2016). Second, the fee award is justified by the work performed and contributions to the
25 case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
26 \$97,422, which means the requested award is significantly less than the lodestar incurred by
27 PAGA Counsel. Third, the consideration of the enhancement factors justify the
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enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. As detailed in the accompanying billing statements, true and correct copies of which are attached hereto as Exhibits #2 and 3, the current lodestar for my firm in this matter as of March 30, 2023 is \$97,422 for more than 170 hours of work prosecuting the claims being resolved by this Settlement.⁶ This time does not include time incurred after the billing was finalized and the time spent managing the completion of the settlement, which I estimate will add \$10,000 to \$20,000 in additional lodestar.

9. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff and PAGA Counsel, which currently total \$20,011.80. Under the Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of \$20,011.80 which is less than the \$22,000 allocation for costs in the Settlement Agreement, so the difference of \$1,988.20 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of \$20,011.80 were all reasonably necessary to the litigation and are detailed in Exhibits #2 and 3 attached hereto.

Experience and Qualifications

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

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for

⁶ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so Exhibit #2 consists of the billing statement from Tussman which covers billing from inception to June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the present.

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

17 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
18 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
19 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
20 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
21 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
22 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
23 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
24 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
25 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
26 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
27 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
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1 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
2 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
3 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
4 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
5 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
6 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
7 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
8 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
9 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
10 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
11 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
12 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
13 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
14 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
15 Superior Court for the County of Los Angeles, Case No. 20STCV47464); and (ix) Oakhurst
16 in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of
17 Los Angeles, Case No. 21STCV21110). Based upon our significant experience litigating
18 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
19 settlement and the PAGA Payment here is greater on a per pay period basis than similar
20 settlements that my firm has previously negotiated and which courts have approved.

21 (c) Then Chief Judge Irma Gonzales in a consolidated class action
22 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
23 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
24 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
25 Examples of other contested actions where class certification was granted Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
27 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
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1 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
2 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
3 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
4 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
5 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
6 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
7 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
8 examples of heavily contested State Court wage and hour class actions where class
9 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
10 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
11 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
12 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
13 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
14 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v.*
15 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
16 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
17 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
18 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
19 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
20 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
21 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
22 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

15 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
16 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
17 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
18 prevailing rates of attorneys in the local legal community for similar work and, if this were a
19 commercial matter, these are the charges that would be made and presented to the client.
20 These hourly rates have been approved by Court's throughout California, including the
21 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
22 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
23 line with those prevailing in the [relevant] community'—the Central District of California".
24 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
25 comparing such rates with the rates of comparable counsel practicing complex and class
26 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
27 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
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1 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
2 average associate billing rate” are reasonable rates when compared within 21 other firms
3 practicing in the Southern District of California.) This survey is useful to show that Class
4 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes
5 these types of class claims, such as Mayer Brown noted above who is defense counsel in
6 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
7 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
8 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
9 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
10 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
11 the rates charged by my firm for comparable work are less than these examples, and are
12 therefore undoubtedly reasonable.

13 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
14 #5. In addition, the LWDA is being served with this motion which includes the Settlement
15 Agreement, as verified in the proof of service attached hereto as Exhibit #7.

16 14. Settlement Administration – Simpluris was selected as the Administrator based
17 upon their estimate. A true and correct copy of the estimate from Simpluris is attached
18 hereto as Exhibit #6, and the estimate provides for Administration Expenses in the capped
19 amount of \$4,000 for up to 450 aggrieved employees. I have used Simpluris successfully as
20 the administrator in more than twenty prior settlements in the last several years and know
21 them to be competent and experienced.

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

25
26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct. Executed this 31st day of March, 2023, at San Diego,
28

1 California.

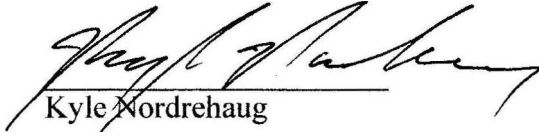
2
3 
4 Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Camree Lynn (“Plaintiff”) and Defendant Blue Link Wireless, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Camree Lynn v. Blue Link Wireless, LLC* (Case No. CGC-22-599665) initiated on May 17, 2022 and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means Simpluris the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “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. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Francisco.

- 1.9. “Defendant” means named Defendant Blue Link Wireless, LLC.
- 1.10. “Defense Counsel” means Caroline Donelan and Nicole Wentworth of the law firm of Blank Rome LLP.
- 1.11. “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 the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$200,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the

Action.

- 1.20. “PAGA Notice” means Plaintiff’s March 10, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from March 10, 2021 to February 15, 2023.
- 1.24. “Plaintiff” means Camree Lynn, the named plaintiff in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant; its present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, subsidiaries, managing agents and affiliates; and any and all agents, legal representatives, and/or attorneys.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On May 17, 2022, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. On October 21, 2022, Camree Lynn submitted a Demand for Arbitration in the

arbitration action against Blue Link Wireless, LLC alleging individual PAGA and wage and hour claims, entitled *Camree Lynn v. Blue Link Wireless, LLC*, currently pending before the American Arbitration Association, Case No. 01-22-0004-4929. On December 14, 2022, Camree Lynn filed a complaint with the California Civil Rights Department alleging discrimination and requested an immediate Right to Sue Notice (CRD Matter Number: 202212-19137714). On December 14, 2022, the matter was closed and Camree Lynn received a Right to Sue Notice from the Department of Fair Employment and Housing. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

- 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On December 14, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, as well as a sampling of time and pay records.
- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$200,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the

Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$66,666 and PAGA Counsel Litigation Expenses Payment of not more than \$22,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$108,334 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$81,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$27,083.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment 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. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 412 Aggrieved Employees who worked a total of 4,518 PAGA Pay Periods from March 10, 2021 to February 15, 2023.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Judgement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in strict confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage

prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval.

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

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

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all PAGA claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, claims based on occurrences outside the PAGA Period, individual

claims of Plaintiff for violations of California's Labor Code which are being separately released in the Individual Settlement, and the other individual claims of Plaintiff being separately released in the Individual Settlement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

5.3 Release by PAGA Counsel:

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will

expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of December 14, 2022, the date of mediation, the Aggrieved Employees worked 4,167 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will provide a declaration stating the number of Aggrieved Employees and PAGA Pay Periods worked during the PAGA Period upon execution of this Settlement Agreement. If the actual number of PAGA Pay Periods from March 10, 2021 to December 14, 2022 is determined to be more than 10% higher than Defendant's 4,167 estimate, the Gross PAGA Settlement Amount shall be increased proportionately by the amount of PAGA Pay Periods over the 10% increase. For example, if the actual number of PAGA Pay Periods worked through mediation was 11% higher than the estimate, the Gross PAGA Settlement Amount shall be increased by 1%.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of

Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to 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.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to

take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Louis Marlin, for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Caroline Donelan
Caroline.Donelan@blankrome.com
Nicole Wentworth
Nicole.Wentworth@blankrome.com
BLANK ROME LLP
2029 Century Park East | 6th Floor
Los Angeles, CA 90067
Telephone: (424) 239-3400
Facsimile: (424) 239-3434

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In

the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

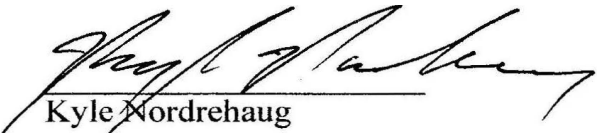
The Parties and their counsel hereby execute this Agreement.

Dated: Mar 7, 2023 
Camree Molina Lynn (Mar 7, 2023 13:32 MST)

Plaintiff Camree Lynn

Dated: _____

Saad Nadhir, Manager and Chief Executive Officer
For Defendant Blue Link Wireless, LLC

Dated: 3/7/23 

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Caroline Donelan
Blank Rome LLP
Attorney for Defendant

the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Camree Lynn

Dated: March 7, 2023



Saad Nadhir, Manager and Chief Executive Officer
For Defendant Blue Link Wireless, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: March 14, 2023



Caroline Donelan
Blank Rome LLP
Attorney for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

MARCH 29, 2023

CAMREE LYNN

RE: BLUE LINK WIRELESS
FILE NUMBER: CA2608.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/20/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING STATE AND FEDERAL COURT RELATED CASES. ANALYZE OVERLAP. RESEARCH DEFENDANT'S BUSINESS OPERATIONS. CALL WITH PLAINTIFF.	3.00	695	2,085.00
02/22/22	ND	REVIEW AND ANALYZE DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING SEXUAL HARRASSMENET AND OFF THE CLCOK CLAIMS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE STATUTE OF LIMITATIONS ISSUE.	3.10	695	2,154.50
02/24/22	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CALL WITH CLIENT TO DISCUSS FACTS SURROUNDING THE SIGNING OF AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.90	695	2,710.50
02/25/22	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW WAGE STATEMENTS FOR REGULAR RATE OVERTIME CLAIMS. REVIEW 226(A) VIOLATIONS AND LEGAL RESEARCH REGARDING TEH SAME. CONFERENCE WITH CLIENT TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	695	3,127.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/27/22	ND	DRAFT ORIGINAL COMPLAINT. REVIEW CLAIMS AND LAW.	4.50	695	3,127.50
03/01/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	325	910.00
03/02/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	325	780.00
03/04/22	ND	REVIEW REVISE COMPLAINT, DRAFT COMPLAINT. SEND TO CLIENT FOR APPROVAL. CONFERENCE WITH CLIENT TO DISCUSS PROCESS OF LAWSUIT AND CLAIMS.	4.50	695	3,127.50
03/05/22	ND	REVIEW FILE. DRAFT PAGA NOTICE AND UPLOAD TO LWDA. ANALYZE RELATED LAWSUIT PROCESS.	2.00	695	1,390.00
03/06/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	475	1,187.50
03/07/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.75	475	1,306.25
03/07/22	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING CLAIMS AND FACTS.	2.10	695	1,459.50
03/08/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION	0.50	475	237.50
03/08/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SD SUP. CT.	0.75	475	356.25
03/09/22	RE	REVIEW COURT RETURNED DOCUMENTS RE CLASS ACTION MATTER; REVIEW NOTICE OF ASSIGNMENT; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.60	475	285.00
03/09/22	JH	REVIEW COMPLAINT; ADVISE HD RE DISCOVERY; REVIEW EMPLOYEES DOCS; CREATE EXHIBIT BOOK AND UPDATE CASE NOTES	1.50	550	825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/25/22	JH	REVIEW FILE AND ARB AGREEMENT; DISCUSS POTENTIAL CHALLENGE WITH TEAM; ADVISE ACCORDINGLY	0.80	550	440.00
04/12/22	SP	REVIEWED ARBITRATION AGREEMENT. REVIEWED CORRESPONDENCE. DRAFTED REQUEST FOR DISMISSAL WITHOUT PREJUDICE. DRAFTED SUPPORTING DECLARATION. PREPARED PROOF OF SERVICE. SERVED AND FILED REQUEST.	2.10	550	1,155.00
05/12/22	JH	REVIEW MATTER NAD PRELIMINARY INFO/DOCUMENTS PROVIDED BY DEFENDDANT	1.00	550	550.00
05/17/22	RE	RESEARCH FILE & COMPANY INFORMATION RE VENUE; EMAIL TO TEAM RE VENUE FOR PAGA ONLY ACTION	0.60	475	285.00
05/17/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.00	475	1,900.00
05/17/22	RE	PREPARE SUMMONS, CIVIL CASE COVER SHEET RE PAGA ONLY ACTION; REVIEW PACKAGE AND E-FILE IN SF SUP. CT.	1.00	475	475.00
05/17/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW NOTICE TO PLAINTIFF; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ONLY ACTION	0.50	475	237.50
05/17/22	RE	PROVIDE NOTICE TO LWDA RE PAGA FILING; UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
05/17/22	ND	REVIEW CASE FILE AND COURT DOCKET. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN.	1.10	695	764.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/18/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT; SEND OUT FOR SERVICE TO DEFENSE COUNSEL VIA EMAIL; INSTRUCT STAFF TO SEND OUT HARD COPIES VIA U.S. MAIL	0.70	475	332.50
05/20/22	SP	COMMUNICATION WITH COUNSEL. REVIEWED AND ANALYZED COMPLAINT, AND CASE NOTES. SPOKE WITH CLIENT. UPDATED CASE NOTES.	2.60	550	1,430.00
05/23/22	SP	REVEIWED CASE NOTES, AND DOCUMENT PRODUCTION IN PREPARATION FOR MEET AND CONFER. MET AND CONFERRED WITH COUNSEL. DISCUSSED WITH JSH AND NJD.	1.40	550	770.00
06/08/22	RE	DRAFT POS-010 PROOF OF SERVICE OF SUMMONS; FILE IN LA SUP CT.; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.70	475	332.50
06/13/22	HD	(CLASS) DRAFT INITIAL SET OF PLAINTIFF'S WRITTEN DISCOVERY REQUESTS AS TO DEFENDANT, INCLUDING REQUESTS FOR PRODUCTION, REQUEST FOR ADMISSIONS, SPECIAL INTERROGATORIES, FORM INTERROGATORIES, NOTICE OF DEPOSITION OF DEFENDANT'S PMK AND PROOF OF SERVICE.	4.00	250	1,000.00
06/13/22	HD	DRAFT BELIARE WEST NOTICE	0.50	250	125.00

TOTAL BILLED HOURS

HEATHER DROSI	4.50 hr @ 250.00	\$ 1,125.00
JEFF HERMAN	3.30 hr @ 550.00	\$ 1,815.00
NICK DEBLOUW	28.70 hr @ 695.00	\$ 19,946.50
RICO EHMANN	15.00 hr @ 475.00	\$ 7,125.00
SCOTT BLUMENTHAL	5.20 hr @ 325.00	\$ 1,690.00
SERGIO PUCHE	6.10 hr @ 550.00	\$ 3,355.00

TOTAL PROFESSIONAL SERVICES

62.80

\$ 35,056.50

COSTS ADVANCED

03/09/22	ONELEGAL/COURT FILING FEE	1,489.69
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03/10/22	PAGA FILING FEE	<u>75.00</u>
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	TOTAL COSTS ADVANCED	<u>\$ 1,564.69</u>
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	TOTAL CURRENT CHARGES	<u>\$ 36,621.19</u>
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EXHIBIT #3

Activities Export

03/29/2023
4:09 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/15/2022		Review and Analyze: Review/analyze Defendant's correspondence re matter in light of Viking River Cruise decision; discuss with KN; review arb agreement 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
06/15/2022		analyze arbitration issues; advise staff 	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
06/16/2022		Correspondence with Opposing Counsel: F/u correspondence with opposing counsel re potential stay of matter in light of holding of viking river cruises and extension of time to respond to complaint; discuss with team 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
07/12/2022		Advise SP re discovery 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
07/19/2022		Correspondence with Opposing Counsel: Further review file and arb agreement; research re appropriate PAGA venues; research defendant locations; draft and send responsive email to defense counsel re motions to compel arbitration and transfer venue 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.30h	\$550.00	-	\$715.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/19/2022		Discussed arbitration agreement. Reviewed Arbitration Agreement. Legal research Re: Viking, Kim v. Reins and Adolph v. Uber. Discussed with JSH 	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.80h	\$550.00	-	\$440.00
07/21/2022		Correspondence with Opposing Counsel: F/u correspondence with defense counsel 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.30h	\$550.00	-	\$165.00
07/26/2022		Review and Analyze: Review and analyze Defendant's motion to transfer; advise SP 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.50h	\$550.00	-	\$825.00
07/28/2022		Research for opp to Motion to Transfer; advise SP 	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
07/28/2022		Draft shell/outline for Opposition to Motion to Transfer Venue. 	CA2608 Blue Link Wireless, LLC	Heather Drosi	0.50h	\$250.00	-	\$125.00
08/01/2022		Review file in anticipation of Appearance. 	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.30h	\$550.00	-	\$165.00
08/08/2022		Reviewed case file in preparation for deadline. 	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.20h	\$550.00	-	\$110.00
08/10/2022		Review settlement correspondence from defense counsel; discuss with	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

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Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/29/2022	⌚	Review tentative ruling. Discuss with JSH. Draft proposed order. Serve proposed order on defendant and Court. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	2.10h	\$550.00	-	\$1,155.00
08/30/2022	⌚	Prepared, appeared and argued Plaintiff's Opposition to Defendants Motion for Leave to Transfer Venue. Wrote summary and updated team and file. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	2.40h	\$550.00	-	\$1,320.00
09/01/2022	⌚	Correspondence with defense counsel re stip to stay; advise team ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.50h	\$550.00	-	\$275.00
09/13/2022	⌚	Review and revise draft stipulation to stay PAGA rep action pending individual arbitration; discuss with KN; circulate to Defendant; further revise and finalize ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
10/04/2022	⌚	Reviewed file, case docket, stipulation, orders, and communications. Drafted Case Management Statement. Served and filed Case Management Statement. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	2.40h	\$550.00	-	\$1,320.00
10/04/2022	⌚	Review/analyze Defendant's CM	CA2608	Jeffrey	0.40h	\$550.00	-	\$220.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h
					4/10			

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Stmt ● Unbilled	Blue Link Wireless, LLC	Herman				
11/01/2022	🕒	Prepare for and attend meet and confer call with defense counsel ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
11/14/2022	🕒	Reviewed Case file, docket, correspondence and updated file folder. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.40h	\$550.00	-	\$220.00
11/15/2022	🕒	Correspondence with Opposing Counsel re Mediation Data. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	1.80h	\$550.00	-	\$990.00
11/17/2022	🕒	Reviewed communications updaed case folder. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.50h	\$550.00	-	\$275.00
11/28/2022	🕒	Review and analyze data produced for mediation purposes. Analyze case file and court docket. Call with Plaintiff to discuss facts for mediation brief. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	4.30h	\$695.00	-	\$2,988.50
11/29/2022	🕒	Review case file, communication with Defense Counsel re mediation data and sent documentation. ● Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	2.20h	\$550.00	-	\$1,210.00
11/29/2022	🕒	Review pay stubs exemplars for 226(a) violations. Review 204 late payment of wage claims. Analyze	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	3.30h	\$695.00	-	\$2,293.50
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		discovery produced to date. Prepare for mediation. ● Unbilled						
12/01/2022	⌚	Review/analyze Defendant's mediation data production; advise team ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
12/01/2022	⌚	Draft mediation brief. review and analyze claims. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	4.70h	\$695.00	-	\$3,266.50
12/05/2022	⌚	Legal research regarding previous settlements with similar pay periods and claims for mediation valuation. Review timekeeping data for meal break violations. Call with Plaintiff to discuss mediation process. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	2.90h	\$695.00	-	\$2,015.50
12/06/2022	⌚	Review and revise mediation brief. Draft MOU for mediation. Analyze all exhibits to mediation brief. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	3.60h	\$695.00	-	\$2,502.00
12/08/2022	⌚	Speak with client in advance of mediation, analyze claims, advise AJB ● Unbilled	CA2608 Blue Link Wireless, LLC	Scott Blumenthal	2.80h	\$325.00	-	\$910.00
12/09/2022	⌚	Add individual claims to case notes, calculate damages, advise AJB	CA2608 Blue Link Wireless, LLC	Scott Blumenthal	2.80h	\$325.00	-	\$910.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
12/12/2022	🕒	Analyze expert penalty report and notes and assumptions. Prepare for mediation. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	2.30h	\$695.00	-	\$1,598.50
12/13/2022	🕒	Prepare for mediation, review and analyze mediation brief, advise AJB ● Unbilled	CA2608 Blue Link Wireless, LLC	Scott Blumenthal	2.80h	\$325.00	-	\$910.00
12/14/2022	🕒	Review mediators proposal; discuss with team ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
12/14/2022	🕒	Attend mediation ● Unbilled	CA2608 Blue Link Wireless, LLC	Scott Blumenthal	8.00h	\$325.00	-	\$2,600.00
12/19/2022	🕒	Review MOU, analyze terms, advise AJ ● Unbilled	CA2608 Blue Link Wireless, LLC	Norm Blumenthal	1.25h	\$795.00	-	\$993.75
12/20/2022	🕒	Review and analyze MOU settlement terms. Discuss settlement amount with Plaintiff. Follow up calls and emails for signature and to explain terms. ● Unbilled	CA2608 Blue Link Wireless, LLC	Nicholas De Blouw	1.30h	\$695.00	-	\$903.50
12/28/2022	🕒	Analyze MOU for long form assignment. Advise RE. ● Unbilled	CA2608 Blue Link Wireless, LLC	Norm Blumenthal	2.75h	\$795.00	-	\$2,186.25
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/11/2023		Confer w KN re long form agreement draft; review & analyze MOU  Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
01/12/2023		Review file; draft long form PAGA settlement agreement  Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	4.50h	\$475.00	-	\$2,137.50
01/12/2023		Review file; draft long form individual settlement agreement  Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	2.75h	\$475.00	-	\$1,306.25
01/16/2023		Review suggested edits from NB re long form PAGA Agreement; edit PAGA long form agreement; create redline/clean versions; send to NB/KN for review  Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	0.60h	\$475.00	-	\$285.00
02/06/2023		Review and revise draft agreement; memo to Admins; email Defendant re draft agreement  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	2.75h	\$750.00	-	\$2,062.50
02/09/2023		Reviewed correspondence from Opp Counsel. Sent DFEH Complaint to Opp Counsel. Advised Team.  Unbilled	CA2608 Blue Link Wireless, LLC	Sergio Puche	0.90h	\$550.00	-	\$495.00
02/09/2023		Review and respond to Defendant emails; work on Admin issues  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/13/2023		Review/analyze Defendant's revisions to settlement agreements Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
03/06/2023		Review and revise draft agreement; email Defendant with further redlines Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
03/07/2023		Review Defendant's revisions to longform settlement agreement Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	0.40h	\$550.00	-	\$220.00
03/07/2023		Review emails and final revisions to agreement; revise agreement; prepare final agreement; email Defendant; memos to staff Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	2.00h	\$750.00	-	\$1,500.00
03/10/2023		Review file; begin drafting motion to approve PAGA settlement Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	3.00h	\$475.00	-	\$1,425.00
03/14/2023		Review email from defendant with signatures. prepare signed agreement; review status with RE Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
03/14/2023		Finish draft of Motion to Approve PAGA Settlement Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	3.50h	\$475.00	-	\$1,662.50
03/14/2023		Draft proposed order re motion to approve PAGA settlement Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	1.00h	\$475.00	-	\$475.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/15/2023		Review draft motion to approve PAGA settlement; review draft proposed order; email to KN with 1st drafts of motion & proposed order for further review  Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
03/15/2023		Review PAGA Approval Motion, analyze, advise KN  Unbilled	CA2608 Blue Link Wireless, LLC	Norm Blumenthal	1.25h	\$795.00	-	\$993.75
03/21/2023		Review and revise motion for PAGA approval; email Defendant; analysis of issues re approval and motion; review status for possible hearing dates  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	1.75h	\$750.00	-	\$1,312.50
03/28/2023		work on motion; review billing for accuracy; emails with Defendant  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
03/29/2023		draft declaration ISO motion  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	2.60h	\$750.00	-	\$1,950.00
03/29/2023		Review and revise motion for final; prepare exhibits; file and serve motion  Unbilled	CA2608 Blue Link Wireless, LLC	Kyle Nordrehaug	1.30h	\$750.00	-	\$975.00
					108.85h		\$0.00 0.00h	\$62,365.50 108.85h

Activities Export

03/29/2023
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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/02/2022	\$	File and serve express ● Unbilled	CA2608 Blue Link Wireless, LLC	Chrystal Johnson	1.00	\$442.00	-	\$442.00
06/09/2022	\$	Onelegal/Filing Fee ● Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	1.00	\$83.13	-	\$83.13
06/13/2022	\$	Onelegal/Filing Fee ● Unbilled	CA2608 Blue Link Wireless, LLC	Ricardo Ehmann	1.00	\$12.87	-	\$12.87
07/29/2022	\$	Order purchased from Court website ● Unbilled	CA2608 Blue Link Wireless, LLC	Jeffrey Herman	1.00	\$8.00	-	\$8.00
08/22/2022	\$	One Legal Invoice No. 04307993 ● Unbilled	CA2608 Blue Link Wireless, LLC	Heather Drosi	1.00	\$12.87	-	\$12.87
08/31/2022	\$	Lexis Nexis ● Unbilled	CA2608 Blue Link Wireless, LLC	Chrystal Johnson	1.00	\$5,008.00	-	\$5,008.00
09/01/2022	\$	Lexis Nexis ● Unbilled	CA2608 Blue Link Wireless, LLC	Chrystal Johnson	1.00	\$3,482.00	-	\$3,482.00
10/21/2022	\$	One Legal ID. 19041793 ● Unbilled	CA2608 Blue Link Wireless, LLC	Heather Drosi	1.00	\$12.87	-	\$12.87
10/25/2022	\$	filing via One Legal ● Unbilled	CA2608 Blue Link Wireless, LLC	Victoria Rivapalacio	1.00	\$12.87	-	\$12.87
11/15/2022	\$	Mediation Fees - Lou Marlin ● Unbilled	CA2608 Blue Link Wireless, LLC	Chrystal Johnson	1.00	\$7,000.00	-	\$7,000.00
12/15/2022	\$	Berger Consulting ● Unbilled	CA2608 Blue Link Wireless, LLC	Chrystal Johnson	1.00	\$2,312.50	-	\$2,312.50
							\$0.00 0.00h	\$18,447.11 0.00h

Activities Export

03/29/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/29/2023	\$	filing fee - motion	CA2608	Kyle	1.00	\$60.00	-	\$60.00
		● Unbilled	Blue Link Wireless, LLC	Nordrehaug				
							\$0.00	\$18,447.11
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EXHIBIT #4

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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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)

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Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, 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 Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment Sua Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic 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; Porras 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

1004

March 10, 2022

CA2608

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Blue Link Wireless, LLC
Certified Mail #70211970000003067269
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Blue Link Wireless, LLC in California and classified as non-exempt employees during the time period of March 10, 2021 until a date as determined by the Court. Our offices represent Plaintiff Camree Lynn (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Blue Link Wireless, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from August of 2021 to January 15, 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with

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

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	15676V2	Prepared By:	Michael Sutherland
Estimate Date:	2/8/2023	Direct Dial #	321-223-5067
		Email:	ksutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Kyle Nordrehaug**
Firm: Blumenthal Nordrehaug & Bhowmik
Email: kyle@bamlawca.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Blue Link: Distribution

Capped Fee* **\$4,000**

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	450	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	N/A	State	Single
Uncashed Funds	Escheat	Tax Reporting Years	Single

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	1	\$125.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
		Total	\$265.00

Distribution

Setup a Disbursement Account.

Print & Mail Checks to Class Members-W-2, 1099's-- File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	2	\$280.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$750.00	1	\$750.00
Print & Mail-Check, 1099 Only, 1/2 Pg. Notice	\$1.00	450	\$450.00
Postage	\$0.63	450	\$283.50
Process Returned Checks	\$0.25	90	\$22.50
Skip Trace Search Undeliverable Checks	\$3.00	90	\$270.00
Postage	\$0.58	90	\$52.20
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$1,350.00	1	\$1,350.00
Reissuing Checks/Mailing	\$5.00	7	\$33.75
Postage	\$0.63	7	\$4.25
Escheat Management	\$300.00	1	\$300.00
Disbursement Manager	\$125.00	1	\$125.00
		Total	\$4,296.20



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Clerical-Clean Up Any Misc	\$50.00	0	\$0.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
		Total	\$0.00

Total Case Costs **\$4,561.20**

Postage \$283.50

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT #7

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

CAMREE LYNN, on behalf of the State of
California a private attorney general,

Plaintiff,

v.

BLUE LINK WIRELESS, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. CGC-22-599665

PROOF OF SERVICE

Hearing Date: May 2, 2023

Hearing Time: 9:30 a.m.

Judge: Hon. Richard B. Ulmer

Dept.: 302

Action Filed: May 17, 2022

Trial Date: None Set

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On March 31, 2023, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION**
2. **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT**
3. **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT**

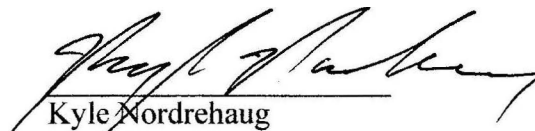
XX (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Caroline P. Donelan, Esq.
William J. Anthony, Esq.
BLANK ROME, LLP
Caroline.Donelan@blankrome.com
William.Anthony@blankrome.com
2029 Century Park East, 6th Floor
Los Angeles, CA 90067

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 31, 2023, at San Diego, California.


Kyle Nordrehaug